



***NOTICE OF A WORK SESSION AND REGULAR  
MEETING OF THE VINEYARD CITY COUNCIL  
June 28, 2017 at 6:00 PM***

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Public Notice is hereby given that the Vineyard City Council will hold a Work Session, and Regular meeting on Wednesday, June 28, 2017, at 6:00 pm in the Vineyard City Hall, 240 East Gammon Road, Vineyard, Utah. The agenda will consist of the following:

**AGENDA**

**WORK SESSION**

**1. CALL TO ORDER**

**2. INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE**

**3. OPEN SESSION – Citizens' Comments**

*(15 minutes)*

*"Open Session" is defined as time set aside for citizens to express their views. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.*

**4. PLANNING COMMISSION UPDATE AND RECOMMENDATIONS TO THE COUNCIL – Planning Commission Chair Chris Judd**

**5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS**

**6. STAFF REPORTS**

- City Manager/Finance Director – Jacob McHargue
- Public Works Director/Engineer – Don Overson
- Attorney – David Church
- Utah County Sheriff's Department – Deputy Collin Gordon
- Community Development Director – Morgan Brim
- City Recorder – Pamela Spencer
- Building Official – George Reid – Monthly Report
- Water/Sewer Operator Sullivan Love - Timpanogos Special Service District - Board Member

## 7. DISCUSSION ITEMS

No items were submitted.

## 8. ITEMS REQUESTED FOR FUTURE AGENDAS

*(Requests for future agenda items are to be submitted to the City Clerk/Recorder the Friday before a City Council meeting. If there will be a cost to the city, project and event requests must be submitted with a fiscal impact analysis or report.)*

<i>Item</i>	<i>Requested by</i>
Utah Wildfire Risk Assessment Agreement	City Manager Jacob McHargue

## **REGULAR SESSION**

## 9. MAYOR'S APPOINTMENTS

No appointments were submitted.

## 10. CONSENT ITEMS

- a) Approval of the June 14, 2017 City Council minutes
- b) Purchases

## 11. BUSINESS ITEMS

### **11.1 PUBLIC HEARING – 2016-2017 Fiscal Year Budget amendment (RES 2017 )**

The mayor and City Council will hear public comment regarding amendments to the 2016- 2017 Fiscal Year Budget. The mayor and City Council may act to approve (or deny) this request by resolution.

### **11.2 DISCUSSION AND ACTION – Updated Utah County Sheriff's Contract (15 minutes)**

City Manager Jacob McHargue will present the update contract with the Utah County Sheriff's Office. The mayor and City Council will take appropriate action.

### **11.3 DISCUSSION AND ACTION Amended Homesteads Development Agreement (RES 2017- )**

(15 minutes)

City Attorney David Church will present the final amended Homesteads Development Agreement. The mayor and City Council may act to approve (or deny) this request by resolution.

## 12. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of:

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property
- (e) strategy sessions to discuss the sale of real property

### **13. ADJOURNMENT**

This meeting may be held electronically to allow a councilmember to participate by teleconference.

The next regularly scheduled meeting is July 12, 2017.

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (801) 226-1929.

I the undersigned duly appointed Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Daily Herald, posted at the Vineyard City Hall, the Vineyard City Offices, the Vineyard website, the Utah Public Notice website, delivered electronically to city staff and to each member of the Governing Body.

**AGENDA NOTICING COMPLETED ON:** June 27, 2017

**CERTIFIED (NOTICED) BY:** /s/ Pamela Spencer

PAMELA SPENCER, CITY RECORDER

**RESOLUTION NO. 2017-**

**A RESOLUTION AMENDING THE VINEYARD CITY BUDGET FOR THE 2016-2017 FISCAL YEAR.**

WHEREAS, the city of Vineyard has previously adopted a budget for the 2016-2017 fiscal year in accordance with the Utah Fiscal Procedures Act for cities; and

WHEREAS, the city needs to now amend that adopted budget; and

WHEREAS, a public hearing was duly noticed and was held on the 28th day of June, 2017 on the proposed amendments to the 2016-2017 fiscal year budget for the city of Vineyard.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF VINEYARD AS FOLLOWS:

1. The attached exhibit A hereby adopted as the amended 2016-2017 fiscal year budget for the city of Vineyard.
2. This resolution shall take effect upon passing.

Passed and dated this 28th day of June 2017.

\_\_\_\_\_  
Mayor Randy Farnworth

Attest:

\_\_\_\_\_  
Pamela Spencer, Town Clerk/Recorder

**Vineyard City**  
**Budgeting Worksheet**  
**10 General Fund - 07/01/2016 to 06/20/2017**  
**100.00% of the fiscal year has expired**

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Change In Net Position</b>								
<b>Revenue:</b>								
<b>Taxes</b>								
3110 PROPERTY TAXES	600,818	810,050	1,124,352	1,080,000	1,500,871	1,309,300	1,500,000	
3130 SALES TAXES	311,683	181,778	310,548	150,000	516,018	374,700	542,000	
3138 FRANCHISE TAX	196,724	224,372	281,701	200,000	265,318	306,000	306,000	
<b>Total Taxes</b>	<b>1,109,225</b>	<b>1,216,200</b>	<b>1,716,601</b>	<b>1,430,000</b>	<b>2,282,207</b>	<b>1,990,000</b>	<b>2,348,000</b>	
<b>Licenses and permits</b>								
3210 BUSINESS LICENSES AND PERMITS	7,080	6,510	10,130	7,500	13,701	10,000	10,000	
3221 BUILDING PERMITS	571,534	675,566	903,601	830,000	1,982,611	500,000	2,000,000	
<b>Total Licenses and permits</b>	<b>578,614</b>	<b>682,076</b>	<b>913,731</b>	<b>837,500</b>	<b>1,996,312</b>	<b>510,000</b>	<b>2,010,000</b>	
<b>Intergovernmental revenue</b>								
3356 CLASS "C" ROAD FUND ALLOTMENT	18,606	19,582	26,251	23,000	62,224	25,000	25,000	
<b>Total Intergovernmental revenue</b>	<b>18,606</b>	<b>19,582</b>	<b>26,251</b>	<b>23,000</b>	<b>62,224</b>	<b>25,000</b>	<b>25,000</b>	
<b>Charges for services</b>								
3410 DEVELOPMENT FEES	223,512	245,269	361,688	359,400	482,839	250,000	450,200	
3510 SANITATION FEES	25,933	43,694	85,160	66,000	118,425	119,800	119,800	
3520 INSPECTION FEES	78	177,044	202,116	200,000	196,583	150,000	150,000	
<b>Total Charges for services</b>	<b>249,523</b>	<b>466,007</b>	<b>648,964</b>	<b>625,400</b>	<b>797,847</b>	<b>519,800</b>	<b>720,000</b>	
<b>Fines and forfeitures</b>								
3710 LAW ENFORCEMENT FINES & FEES	932	7,018	17,863	5,500	32,955	10,000	10,000	
<b>Total Fines and forfeitures</b>	<b>932</b>	<b>7,018</b>	<b>17,863</b>	<b>5,500</b>	<b>32,955</b>	<b>10,000</b>	<b>10,000</b>	
<b>Interest</b>								
3660 INTEREST EARNINGS	12,475	18,941	37,545	15,000	103,003	20,000	20,000	
<b>Total Interest</b>	<b>12,475</b>	<b>18,941</b>	<b>37,545</b>	<b>15,000</b>	<b>103,003</b>	<b>20,000</b>	<b>20,000</b>	
<b>Miscellaneous revenue</b>								
3620 RENTS AND CONCESSIONS	1,150	1,050	1,125	3,000	1,625	3,000	3,000	
3640 HISTORY BOOK	0	30	210	0	270	0	0	
3681 DONATIONS FROM PRIVATE SOURCES	0	2,825	3,300	3,000	949	3,000	3,000	
3690 SUNDRY REVENUES	7,613	1,188	168	0	1,328	0	0	
<b>Total Miscellaneous revenue</b>	<b>8,763</b>	<b>5,093</b>	<b>4,803</b>	<b>6,000</b>	<b>4,172</b>	<b>6,000</b>	<b>6,000</b>	
<b>Contributions and transfers</b>								
3699 EXCESS BEG. FUND APPROPRIATION	0	0	0	0	0	0	1,500,000	
<b>Total Contributions and transfers</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500,000</b>	
<b>Total Revenue:</b>	<b>1,978,138</b>	<b>2,414,917</b>	<b>3,365,758</b>	<b>2,942,400</b>	<b>5,278,720</b>	<b>3,080,800</b>	<b>6,639,000</b>	
<b>Expenditures:</b>								
<b>General government</b>								
<b>Administrative</b>								
4311 Admin SALARIES AND WAGES	173,675	272,415	371,373	394,000	320,844	360,800	360,000	
4313 Admin EMPLOYEE BENEFITS	27,864	49,714	82,462	111,000	66,463	125,200	90,700	
4321 Admin BOOKS/SUBSCRIPTIONS/MEMBERSHP	5,263	5,939	6,746	7,000	6,676	12,100	12,100	
4322 Admin PUBLIC NOTICES	1,085	2,111	1,285	1,500	2,020	1,500	2,500	
4323 Admin TRAVEL	4,905	5,694	6,974	10,000	14,057	15,100	17,100	

**Vineyard City**  
**Budgeting Worksheet**  
**10 General Fund - 07/01/2016 to 06/20/2017**  
**100.00% of the fiscal year has expired**

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
4324 Admin OFFICE SUPPLIES AND EXPENSE	11,010	8,480	15,559	15,500	37,436	13,500	43,500	
4325 Admin EQUIPMENT-SUPPLIES & MAINT	21,750	5,417	3,222	10,500	43,877	48,500	55,000	
4326 Admin INFORMATION SYSTEMS	14,444	11,355	35,374	26,000	74,281	22,700	75,500	
4327 Admin UTILITIES	24,252	26,082	33,260	32,000	50,291	66,800	66,800	
4328.0 Admin ADMINISTRATIVE COSTS	10,590	56,349	112,288	90,330	33,044	20,500	40,000	
4331 Admin PROF & TECHNICAL SERVICES	6,314	0	0	0	0	0	0	
4333 Admin EDUCATION & TRAINING	3,004	6,355	15,907	16,000	6,873	13,200	13,200	
4342 Admin BANK CHARGES	2,677	3,720	5,292	5,000	7,957	6,400	8,400	
4349 Admin ELECTIONS	1,482	393	1,606	2,000	0	0	0	
4351 Admin INSURANCE AND SURETY BONDS	12,088	14,855	20,628	21,000	35,401	43,500	43,500	
<b>Total Administrative</b>	<b>320,403</b>	<b>468,879</b>	<b>711,976</b>	<b>741,830</b>	<b>699,220</b>	<b>749,800</b>	<b>828,300</b>	
<b>Non-Departmental</b>								
5031 Prof & Tech Services GENERAL	1,200	0	0	0	0	0	0	
5031.1 Prof & Tech Services PLANNER	27,903	31,372	39,610	50,000	3,625	0	5,000	
5031.2 Prof & Tech Services ENGINEER	230,231	285,775	288,606	295,000	241,788	275,000	275,000	
5031.4 Prof & Tech Services AUDITOR	7,600	7,600	7,600	7,600	7,600	7,600	7,600	
5032.0 Prof & Tech Services LEGAL	12,000	14,400	14,160	15,000	13,200	15,000	15,000	
5051.0 Prof & Tech Services LIBRARY REIM FEES	1,751	3,656	6,330	5,000	9,106	8,000	10,000	
<b>Total Non-Departmental</b>	<b>280,685</b>	<b>342,803</b>	<b>356,306</b>	<b>372,600</b>	<b>275,319</b>	<b>305,600</b>	<b>312,600</b>	
<b>Buildings and grounds</b>								
5125.0 Buildings & Grounds EQUIPMENT MAINT	480	2,390	22,753	23,970	13,976	24,000	24,000	
5126.0 Buildings & Grounds SUPPLIES & MAINT	999	242	4,787	5,000	7,417	5,000	11,500	
51740 Public Works Capital Outlay	9,058	0	51,055	52,000	58,435	40,000	77,000	
<b>Total Buildings and grounds</b>	<b>10,537</b>	<b>2,632</b>	<b>78,595</b>	<b>80,970</b>	<b>79,828</b>	<b>69,000</b>	<b>112,500</b>	
<b>Inspections</b>								
5311 Building SALARIES & WAGES	33,000	86,990	79,057	80,000	394,628	333,100	482,400	
5313 Building EMPLOYEE BENEFITS	0	0	0	0	74,395	176,700	143,900	
5321 Building BOOKS & MEMBERSHIPS	0	0	135	0	3,840	2,600	4,900	
5323 Building TRAVEL	0	0	0	0	4,190	2,000	5,000	
5324 Building EDUCATION & TRAINING	0	0	0	0	6,980	4,300	7,800	
5325 Building OFFICE SUPPLIES	0	0	0	0	26,506	4,000	28,500	
5326 Building EQUIPMENT & MAINT	0	0	42	0	1,410	1,500	2,000	
5327 Building CONTRACT LABOR	0	0	0	0	91,586	70,000	110,000	
<b>Total Inspections</b>	<b>33,000</b>	<b>86,990</b>	<b>79,234</b>	<b>80,000</b>	<b>603,535</b>	<b>594,200</b>	<b>784,500</b>	
<b>Total General government</b>	<b>644,625</b>	<b>901,304</b>	<b>1,226,111</b>	<b>1,275,400</b>	<b>1,657,902</b>	<b>1,718,600</b>	<b>2,037,900</b>	
<b>Public safety</b>								
<b>Police</b>								
5431.0 Police LAW ENFORCEMENT	11,857	49,553	119,128	112,000	261,754	298,000	298,000	
5431.1 Police FIRE SERVICES	81,568	178,750	284,685	285,000	412,652	403,000	446,000	
5431.2 Police DISPATCH	3,593	8,480	9,989	11,000	9,569	15,000	15,000	
<b>Total Police</b>	<b>97,018</b>	<b>236,783</b>	<b>413,802</b>	<b>408,000</b>	<b>683,975</b>	<b>716,000</b>	<b>759,000</b>	
<b>Total Public safety</b>	<b>97,018</b>	<b>236,783</b>	<b>413,802</b>	<b>408,000</b>	<b>683,975</b>	<b>716,000</b>	<b>759,000</b>	
<b>Highways and public improvements</b>								
<b>Highways</b>								

**Vineyard City**  
**Budgeting Worksheet**  
**10 General Fund - 07/01/2016 to 06/20/2017**  
**100.00% of the fiscal year has expired**

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
6011.0 Public Works SALARIES AND WAGES	0	1,464	61,022	75,000	98,940	80,000	119,000	
6013.0 Public Works EMPLOYEE BENEFITS	0	0	3,893	15,000	14,445	34,000	34,000	
6025.0 Public Works EQUIPMENT-SUPPLIES & MAIN	16,642	7,154	15,361	36,000	11,718	36,000	36,000	
6031.0 Streets PROF & TECHNICAL SERVICES	19,792	28,300	32,380	51,000	57,709	41,000	103,500	
6032.0 Public Works REPAIRS & MAINTENANCE	1,978	16,583	134,373	129,000	27,434	25,000	35,000	
<b>Total Highways</b>	<b>38,412</b>	<b>53,501</b>	<b>247,029</b>	<b>306,000</b>	<b>210,246</b>	<b>216,000</b>	<b>327,500</b>	
<b>Sanitation</b>								
5235.0 Sanitation SERVICES	20,332	36,886	71,611	75,000	106,104	122,500	122,500	
<b>Total Sanitation</b>	<b>20,332</b>	<b>36,886</b>	<b>71,611</b>	<b>75,000</b>	<b>106,104</b>	<b>122,500</b>	<b>122,500</b>	
<b>Total Highways and public improvements</b>	<b>58,744</b>	<b>90,387</b>	<b>318,640</b>	<b>381,000</b>	<b>316,350</b>	<b>338,500</b>	<b>450,000</b>	
<b>Parks, recreation, and public property</b>								
<b>Recreation</b>								
7248.0 Public Works DEPT SUPPLIES	1,746	3,802	1,229	3,000	35,526	5,000	37,500	
7260.0 Parks SUPPLIES	131	4,872	7,927	5,000	4,959	10,000	10,000	
7270.0 Parks MAINTENANCE	16,966	41,572	37,847	60,000	61,928	100,000	70,000	
7276.0 YOUTH COUNCIL	3,906	8,728	8,413	10,000	7,471	13,000	13,000	
<b>Total Recreation</b>	<b>22,749</b>	<b>58,974</b>	<b>55,416</b>	<b>78,000</b>	<b>109,884</b>	<b>128,000</b>	<b>130,500</b>	
<b>Total Parks, recreation, and public property</b>	<b>22,749</b>	<b>58,974</b>	<b>55,416</b>	<b>78,000</b>	<b>109,884</b>	<b>128,000</b>	<b>130,500</b>	
<b>Transfers</b>								
9505.0 TRANSFER TO CAPITAL PROJ FUND	850,000	711,850	800,000	800,000	0	179,700	3,261,600	
<b>Total Transfers</b>	<b>850,000</b>	<b>711,850</b>	<b>800,000</b>	<b>800,000</b>	<b>0</b>	<b>179,700</b>	<b>3,261,600</b>	
<b>Total Expenditures:</b>	<b>1,673,136</b>	<b>1,999,298</b>	<b>2,813,969</b>	<b>2,942,400</b>	<b>2,768,111</b>	<b>3,080,800</b>	<b>6,639,000</b>	
<b>Total Change In Net Position</b>	<b>305,002</b>	<b>415,619</b>	<b>551,789</b>	<b>0</b>	<b>2,510,609</b>	<b>0</b>	<b>0</b>	

**Vineyard City**  
**Budgeting Worksheet**  
**23 Impact Fees - 07/01/2016 to 06/20/2017**  
**100.00% of the fiscal year has expired**

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Change In Net Position</b>								
<b>Revenue:</b>								
<b>Interest</b>								
3810.0 INTEREST EARNINGS - PUBLIC SAF	490	500	367	0	0	0	0	
3820.0 INTEREST EARNINGS - ROADWAY	0	505	4,716	0	16,113	6,000	6,000	
3830.0 INTEREST EARNINGS - PARK FACIL	6	0	0	0	0	0	0	
3840.0 INTEREST EARNINGS - STORM SYST	3	3	4	0	6	0	0	
<b>Total Interest</b>	<b>499</b>	<b>1,008</b>	<b>5,087</b>	<b>0</b>	<b>16,119</b>	<b>6,000</b>	<b>6,000</b>	
<b>Miscellaneous revenue</b>								
3120.0 ROADWAY FACILITIES	396,176	639,264	887,385	487,200	1,542,003	487,200	487,200	
3150.0 STORM & GROUND WATER FACILTIES	19,546	44,682	67,499	50,000	46,169	50,000	50,000	
<b>Total Miscellaneous revenue</b>	<b>415,722</b>	<b>683,946</b>	<b>954,884</b>	<b>537,200</b>	<b>1,588,172</b>	<b>537,200</b>	<b>537,200</b>	
<b>Total Revenue:</b>	<b>416,221</b>	<b>684,954</b>	<b>959,971</b>	<b>537,200</b>	<b>1,604,291</b>	<b>543,200</b>	<b>543,200</b>	
<b>Expenditures:</b>								
<b>Miscellaneous</b>								
4061.0 ROADWAY FACILITIES	127,646	95,880	117,240	125,000	261,578	100,000	350,000	
4064.0 STORM & GROUND WATER FACILTIE	18,872	43,136	66,389	65,000	41,451	50,000	50,000	
<b>Total Miscellaneous</b>	<b>146,518</b>	<b>139,016</b>	<b>183,629</b>	<b>190,000</b>	<b>303,029</b>	<b>150,000</b>	<b>400,000</b>	
<b>Total Expenditures:</b>	<b>146,518</b>	<b>139,016</b>	<b>183,629</b>	<b>190,000</b>	<b>303,029</b>	<b>150,000</b>	<b>400,000</b>	
<b>Total Change In Net Position</b>	<b>269,703</b>	<b>545,938</b>	<b>776,342</b>	<b>347,200</b>	<b>1,301,262</b>	<b>393,200</b>	<b>143,200</b>	



**Vineyard City**  
**Budgeting Worksheet**  
45 Park Capital Projects - 07/01/2016 to 06/20/2017  
100.00% of the fiscal year has expired

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**Vineyard City**  
**Budgeting Worksheet**  
**49 Capital Projects - 07/01/2016 to 06/20/2017**  
**100.00% of the fiscal year has expired**

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Change In Net Position</b>								
<b>Revenue:</b>								
<b>Contributions and transfers</b>								
3010.0 TRANSFER FROM GENERAL FUND	850,000	711,850	800,000	800,000	0	133,300	3,261,600	
3890 EXCESS BEG. FUND APPROPRIATION	0	0	0	900,000	0	1,440,000	1,440,000	
<b>Total Contributions and transfers</b>	<b>850,000</b>	<b>711,850</b>	<b>800,000</b>	<b>1,700,000</b>	<b>0</b>	<b>1,573,300</b>	<b>4,701,600</b>	
<b>Total Revenue:</b>	<b>850,000</b>	<b>711,850</b>	<b>800,000</b>	<b>1,700,000</b>	<b>0</b>	<b>1,573,300</b>	<b>4,701,600</b>	
<b>Expenditures:</b>								
<b>Miscellaneous</b>								
4031.0 PROF & TECHINAL SERVICES	1,000	0	0	0	0	0	0	
4032.0 CONSTRUCTION	0	169,667	489,167	900,000	1,379,691	1,440,000	1,440,000	
<b>Total Miscellaneous</b>	<b>1,000</b>	<b>169,667</b>	<b>489,167</b>	<b>900,000</b>	<b>1,379,691</b>	<b>1,440,000</b>	<b>1,440,000</b>	
<b>Transfers</b>								
4096.0 TRANSFER TO WATER FUND	0	0	0	63,415	0	68,950	0	
4097.0 TRANSFER TO SEWER FUND	0	0	91,851	91,851	0	109,150	0	
4098.0 TRANSFER TO STORM WATER FUND	0	0	0	5,346	0	1,600	0	
4890 Budgeted Increase in Fund Balance	0	0	0	0	0	0	3,261,600	
<b>Total Transfers</b>	<b>0</b>	<b>0</b>	<b>91,851</b>	<b>160,612</b>	<b>0</b>	<b>179,700</b>	<b>3,261,600</b>	
<b>Total Expenditures:</b>	<b>1,000</b>	<b>169,667</b>	<b>581,018</b>	<b>1,060,612</b>	<b>1,379,691</b>	<b>1,619,700</b>	<b>4,701,600</b>	
<b>Total Change In Net Position</b>	<b>849,000</b>	<b>542,183</b>	<b>218,982</b>	<b>639,388</b>	<b>1,379,691</b>	<b>(46,400)</b>	<b>0</b>	

**Vineyard City**  
**Budgeting Worksheet**  
**51 Water Fund - 07/01/2016 to 06/20/2017**  
**100.00% of the fiscal year has expired**

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Income or Expense</b>								
<b>Income From Operations:</b>								
<b>Operating income</b>								
3710.0 WATER FEES	116,205	216,415	390,882	345,000	599,810	397,200	650,000	
3720.0 CONNECTION FEES	63,576	109,732	115,952	57,450	262,001	57,450	250,000	
3730.0 RECONNECTION FEES	0	0	0	1,000	0	1,000	1,000	
<b>Total Operating income</b>	<b>179,781</b>	<b>326,147</b>	<b>506,834</b>	<b>403,450</b>	<b>861,811</b>	<b>455,650</b>	<b>901,000</b>	
<b>Operating expense</b>								
4011.0 SALARIES AND WAGES	0	0	52,291	51,600	78,597	71,300	97,600	
4013.0 EMPLOYEE BENEFITS	0	0	2,265	2,265	13,690	32,900	29,400	
4021.0 BOOKS/SUBSCRIPTIONS/MEMBERSHPS	0	0	705	500	975	700	1,000	
4023.0 TRAVEL	0	0	0	0	0	1,800	1,800	
4025.0 EQUIPMENT-SUPPLIES & MAINT	43,445	49,253	93,596	93,500	156,378	83,000	160,000	
4027.0 UTILITIES	169	741	857	1,000	5,642	3,900	6,000	
4031.0 PROF & TECHNICAL SERVICES	15,191	27,551	5,748	5,500	14,130	5,000	15,000	
4031.1 OREM CARRIAGE FEES	1,882	0	0	0	30	0	0	
4031.2 CUWD PROJECT WATER ALLOT FEE	0	15,874	20,148	21,000	5,323	30,000	6,000	
4031.3 OREM - FISCAL YEAR -WATER BILL	12,320	179,343	217,588	229,000	241,996	264,000	264,000	
4031.4 CUWD - WATER TREATMENT	16,282	0	0	0	0	0	0	
4031.5 LINDON - WATER BILL	3,322	8,249	9,241	9,000	6,917	9,000	9,000	
4031.6 CUWCD - WATER BILL	5,632	23,856	37,560	27,000	104,041	27,000	130,000	
4061.0 MISCELLANEOUS	558	0	0	0	0	0	0	
4067.0 DEPRECIATION	68,634	69,041	68,530	0	0	0	0	
<b>Total Operating expense</b>	<b>167,435</b>	<b>373,908</b>	<b>508,529</b>	<b>440,365</b>	<b>627,719</b>	<b>528,600</b>	<b>719,800</b>	
<b>Total Income From Operations:</b>	<b>12,346</b>	<b>(47,761)</b>	<b>(1,695)</b>	<b>(36,915)</b>	<b>234,092</b>	<b>(72,950)</b>	<b>181,200</b>	
<b>Non-Operating Items:</b>								
<b>Non-operating income</b>								
3760.0 IMPACT FEE-CULINARY & IRRIGATIO	271,139	288,234	290,245	174,600	648,321	174,600	174,600	
3770 ADMINISTRATIVE COSTS	(54,600)	0	0	0	0	0	0	
3810.0 INTEREST EARNINGS	4,740	4,159	4,298	4,000	6,225	4,000	4,000	
3910 Transfer from general fund	0	0	0	63,415	0	0	0	
<b>Total Non-operating income</b>	<b>221,279</b>	<b>292,393</b>	<b>294,543</b>	<b>242,015</b>	<b>654,546</b>	<b>178,600</b>	<b>178,600</b>	
<b>Non-operating expense</b>								
4066.0 IMPACT FEE-CULINARY & IRRIGATI	0	0	0	46,000	0	45,800	0	
<b>Total Non-operating expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>46,000</b>	<b>0</b>	<b>45,800</b>	<b>0</b>	
<b>Total Non-Operating Items:</b>	<b>221,279</b>	<b>292,393</b>	<b>294,543</b>	<b>196,015</b>	<b>654,546</b>	<b>132,800</b>	<b>178,600</b>	
<b>Total Income or Expense</b>	<b>233,625</b>	<b>244,632</b>	<b>292,848</b>	<b>159,100</b>	<b>888,638</b>	<b>59,850</b>	<b>359,800</b>	

**Vineyard City**  
**Budgeting Worksheet**  
**52 Sewer Fund - 07/01/2016 to 06/20/2017**  
**100.00% of the fiscal year has expired**

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Income or Expense</b>								
<b>Income From Operations:</b>								
<b>Operating income</b>								
3710.0 SEWER FEES	32,289	68,886	173,175	154,014	345,925	206,800	380,000	
<b>Total Operating income</b>	<b>32,289</b>	<b>68,886</b>	<b>173,175</b>	<b>154,014</b>	<b>345,925</b>	<b>206,800</b>	<b>380,000</b>	
<b>Operating expense</b>								
4011.0 SALARIES AND WAGES	0	600	38,422	37,865	62,864	57,300	72,700	
4013.0 EMPLOYEE BENEFITS	0	0	2,265	3,000	10,701	26,000	23,900	
4023.0 TRAVEL	0	0	0	0	0	600	600	
4025.0 EQUIPMENT-SUPPLIES & MAINT	2,763	5,555	19,215	18,000	12,210	6,000	15,000	
4027.0 UTILITIES	7,354	9,237	10,287	10,000	5,668	13,000	13,000	
4031.0 PROF & TECHNICAL SERVICES	6,945	14,862	0	0	0	0	0	
4031.1 LINDON - SEWER BILL	2,313	3,798	2,685	5,000	1,306	5,000	5,000	
4031.2 OREM - SEWER BILL	19,759	27,197	33,185	32,000	41,204	32,000	42,000	
4031.3 TSSD- SEWER BILL	0	0	123,869	140,000	174,876	176,000	196,000	
4067.0 DEPRECIATION	262,776	262,775	262,772	0	0	0	0	
<b>Total Operating expense</b>	<b>301,910</b>	<b>324,024</b>	<b>492,700</b>	<b>245,865</b>	<b>308,829</b>	<b>315,900</b>	<b>368,200</b>	
<b>Total Income From Operations:</b>	<b>(269,621)</b>	<b>(255,138)</b>	<b>(319,525)</b>	<b>(91,851)</b>	<b>37,096</b>	<b>(109,100)</b>	<b>11,800</b>	
<b>Non-Operating Items:</b>								
<b>Non-operating income</b>								
3760.0 IMPACT FEE-SEWER	1,061,517	980,547	580,383	478,200	571,454	478,200	478,200	
3769.0 TSSD IMPACT FEE	0	0	0	0	2,784	0	0	
3910 Transfer from general fund	0	0	91,851	91,851	0	86,740	0	
3925 TRANSFER FROM RDA	0	889,931	0	0	0	0	0	
<b>Total Non-operating income</b>	<b>1,061,517</b>	<b>1,870,478</b>	<b>672,234</b>	<b>570,051</b>	<b>574,238</b>	<b>564,940</b>	<b>478,200</b>	
<b>Non-operating expense</b>								
4066.0 IMPACT FEE-SEWER	0	0	0	318,816	0	0	0	
<b>Total Non-operating expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>318,816</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Non-Operating Items:</b>	<b>1,061,517</b>	<b>1,870,478</b>	<b>672,234</b>	<b>251,235</b>	<b>574,238</b>	<b>564,940</b>	<b>478,200</b>	
<b>Total Income or Expense</b>	<b>791,896</b>	<b>1,615,340</b>	<b>352,709</b>	<b>159,384</b>	<b>611,334</b>	<b>455,840</b>	<b>490,000</b>	

**Vineyard City**  
**Budgeting Worksheet**  
**53 Storm Water Fund - 07/01/2016 to 06/20/2017**  
**100.00% of the fiscal year has expired**

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Income or Expense</b>								
<b>Income From Operations:</b>								
<b>Operating income</b>								
3710 STORM WATER FEES	0	0	57,038	57,830	62,981	64,600	71,000	
3760 IMPACT FEE-STORM WATER	0	0	0	0	2,688	0	0	
<b>Total Operating income</b>	<b>0</b>	<b>0</b>	<b>57,038</b>	<b>57,830</b>	<b>65,669</b>	<b>64,600</b>	<b>71,000</b>	
<b>Operating expense</b>								
4011 SALARIES AND WAGES	0	0	40,455	47,676	48,519	40,800	50,650	
4013 EMPLOYEE BENEFITS	0	0	5,230	15,000	8,777	23,700	10,000	
4021 BOOKS/SUBSCRIPTIONS/MEMBERSHPS	0	0	0	0	537	0	1,200	
4025 EQUIPMENT-SUPPLIES & MAINT	0	0	0	0	0	1,200	0	
4031 PROF & TECHNICAL SERVICES	0	0	500	500	550	500	550	
<b>Total Operating expense</b>	<b>0</b>	<b>0</b>	<b>46,185</b>	<b>63,176</b>	<b>58,383</b>	<b>66,200</b>	<b>62,400</b>	
<b>Total Income From Operations:</b>	<b>0</b>	<b>0</b>	<b>10,853</b>	<b>(5,346)</b>	<b>7,286</b>	<b>(1,600)</b>	<b>8,600</b>	
<b>Non-Operating Items:</b>								
<b>Non-operating income</b>								
3910 Transfer from general fund	0	0	0	5,346	0	1,600	0	
<b>Total Non-operating income</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,346</b>	<b>0</b>	<b>1,600</b>	<b>0</b>	
<b>Total Non-Operating Items:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,346</b>	<b>0</b>	<b>1,600</b>	<b>0</b>	
<b>Total Income or Expense</b>	<b>0</b>	<b>0</b>	<b>10,853</b>	<b>0</b>	<b>7,286</b>	<b>0</b>	<b>8,600</b>	

**Vineyard City**  
**Budgeting Worksheet**  
**54 Transportation Utility Fund - 07/01/2016 to 06/20/2017**  
**100.00% of the fiscal year has expired**

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Income or Expense</b>								
<b>Income From Operations:</b>								
<b>Operating income</b>								
3710 TRANSPORTATION UTILITY FEES	0	0	23,069	22,512	30,497	27,500	34,000	
<b>Total Operating income</b>	<b>0</b>	<b>0</b>	<b>23,069</b>	<b>22,512</b>	<b>30,497</b>	<b>27,500</b>	<b>34,000</b>	
<b>Operating expense</b>								
4011 SALARIES AND WAGES	0	0	4,268	3,932	6,207	4,900	6,700	
4013 EMPLOYEE BENEFITS	0	0	471	1,000	1,147	2,700	2,100	
4026 BLDG SUPPLIES & MAINTENANCE	0	0	0	0	0	0	700	
4066 IMPACT FEE-TRANSPORTATION	0	0	0	0	527	0	0	
<b>Total Operating expense</b>	<b>0</b>	<b>0</b>	<b>4,739</b>	<b>4,932</b>	<b>7,881</b>	<b>7,600</b>	<b>9,500</b>	
<b>Total Income From Operations:</b>	<b>0</b>	<b>0</b>	<b>18,330</b>	<b>17,580</b>	<b>22,616</b>	<b>19,900</b>	<b>24,500</b>	
<b>Total Income or Expense</b>	<b>0</b>	<b>0</b>	<b>18,330</b>	<b>17,580</b>	<b>22,616</b>	<b>19,900</b>	<b>24,500</b>	

**Vineyard City**  
**Budgeting Worksheet**  
 91 General Fixed Assets - 07/01/2016 to 06/20/2017  
 100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Change In Net Position</b>								
<b>Expenditures:</b>								
<b>Miscellaneous</b>								
4100 Depn exp general government	16,563	17,036	0	0	0	0	0	
4400 Depn exp highway and public works	41,632	311,974	0	0	0	0	0	
4500 Depn exp parks and recreation	272,335	2,597	0	0	0	0	0	
<b>Total Miscellaneous</b>	<b>330,530</b>	<b>331,607</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Expenditures:</b>	<b>330,530</b>	<b>331,607</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Change In Net Position</b>	<b>330,530</b>	<b>331,607</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

**Vineyard City**  
**Budgeting Worksheet**  
**95 Governmental Long-term Liabilities - 07/01/2016 to 06/20/2017**  
**100.00% of the fiscal year has expired**

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
<b>Change In Net Position</b>								
<b>Expenditures:</b>								
<b>Miscellaneous</b>								
4101 Pension expense	0	(21,859)	(18,393)	0	0	0	0	
<b>Total Miscellaneous</b>	0	(21,859)	(18,393)	0	0	0	0	
<b>Total Expenditures:</b>	0	(21,859)	(18,393)	0	0	0	0	
<b>Total Change In Net Position</b>	0	(21,859)	(18,393)	0	0	0	0	



AGREEMENT NO. 2017-\_\_\_\_\_

**INTERLOCAL COOPERATION AGREEMENT WITH VINEYARD CITY  
FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and VINEYARD CITY, a political subdivision of the State of Utah, hereinafter referred to as CITY.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Section 202(1)(d), Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another to provide law enforcement services to public agencies; and

**WHEREAS**, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

**WHEREAS**, the CITY should provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

**WHEREAS**, the CITY has previously appointed the Utah County Sheriff as a marshal or ex-officio Chief of Police, does not presently have a police force or any law enforcement

officers, and desires to contract with the COUNTY for the purpose of authorizing and appointing the Utah County Sheriff and his deputies as the Police Force for the CITY; and

**WHEREAS**, the COUNTY has an established Sheriff's Office complete with physical plant, equipment, administration and personnel, to handle the needs of the CITY; and

**WHEREAS**, the CITY and the COUNTY desire to save taxpayer money while providing police protection to the CITY through mutual cooperation; and

**WHEREAS**, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, based on the mutual consideration contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. EFFECTIVE DATE; DURATION.**

This Interlocal Cooperation Agreement shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and the CITY. This Interlocal Cooperation Agreement shall terminate June 30, 2018. This Agreement shall automatically renew for five further one year periods through June 30, 2023 pursuant to the terms stated herein unless either party notifies the other in writing that it does not intend to renew at least ninety (90) days prior to the end of the initial or a renewal term.

**Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT**

The COUNTY and the CITY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. The COUNTY and the CITY agree that, pursuant to Section 11-13-207, Utah Code Annotated,

1953, as amended, the governing body of the COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books and records shall be open for examination by CITY at reasonable times. All records created or received by the COUNTY in the performance of this Agreement shall be COUNTY records and shall be made available to CITY officials on reasonable notice during business hours. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this Agreement, provided however, that the CITY will furnish suitable office space for the use of County deputy sheriffs and office specialists assigned to work in the CITY as provided in Section 3 below. COUNTY deputy sheriffs and COUNTY office specialists are the employees of, and under the supervision and control of COUNTY. CITY shall provide all maintenance, repair, janitor services, phone, utilities and building improvements for the office space.

### **Section 3. PURPOSES AND DESCRIPTION OF SERVICES.**

This Interlocal Cooperation Agreement has been established and entered into between the COUNTY and the CITY for the purpose of providing law enforcement services to the CITY by deputies of the Utah County Sheriff's Office. The COUNTY agrees to provide law enforcement by and through the Utah County Sheriff's Office for and on behalf of the CITY. The Utah County Sheriff is hereby appointed as the Chief of Police of the CITY pursuant to Sections 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and his deputy sheriffs shall be deemed to be police officers of the CITY pursuant to Sections 10-3-918, 10-3-

919, 10-3-914, and 10-3-915, Utah Code Annotated, 1953, as amended during the initial and all renewal periods of this agreement.

COUNTY will provide the equivalent of three full-time deputy III's (Collectively referred to hereafter as "Deputy Services") to provide law enforcement services to CITY. COUNTY will consult with CITY prior to final assignment of full time deputies to provide law enforcement services to CITY.

At the request of CITY, and as funds are available to CITY as determined by CITY in its sole discretion, COUNTY will provide a minimum of one deputy III per 1000 CITY residents plus supervisory and other deputies and office specialists as requested by CITY ("Additional Deputy Services"). Once requested and provided, Deputy Services and Additional Deputy Services may be reduced only on the mutual agreement of the parties.

#### **Section 4. MANNER OF FINANCING.**

The CITY shall pay to the COUNTY the full and actual cost of the Deputy Services and Additional Deputy Services including but not limited to salary, benefits, overtime, equipment and other associated costs hereinafter the "Actual Cost".

COUNTY agrees to notify CITY of the Actual Cost by April 1st, for the next contract year commencing July 1<sup>st</sup>. If the Actual Cost increases during a contract year, COUNTY will give CITY 60 days prior notice of the increase. COUNTY will bill CITY monthly for Deputy Services, Additional Deputy Services and patrol response.

COUNTY shall attempt to limit overtime cost, but COUNTY will bill CITY for overtime costs monthly as they are incurred. If COUNTY anticipates that the overtime costs for any month will exceed 7% of the Actual Cost for the month, COUNTY shall notify CITY as soon as possible of the estimated overtime costs and the reason(s) for the anticipated overtime

costs. COUNTY shall also provide a detailed description of the overtime costs for any month in which the overtime costs exceed 7% of the Actual Cost if requested by CITY. If CITY budgets the Actual Cost for the fiscal year, and if CITY's obligations to COUNTY under this Agreement exceed the Actual Cost for a given fiscal year, including but not limited to reasonable and necessary overtime or other reasonable and necessary expenses, CITY shall pay the reasonable and necessary expenses which exceed the Actual Cost prior to the close of the first quarter of CITY's next fiscal year.

CITY shall receive a monthly Citation Credit for all cases referred from CITY to the COUNTY Justice Court against all sums due and owing hereunder. The County Auditor shall determine and notify CITY of the Citation Credit on a monthly basis.

For the duration of this Agreement, and so long as CITY does not operate a CITY Justice Court, CITY shall in addition pay monthly Justice Court costs to County for all cases referred from CITY to the COUNTY Justice Court. The County Auditor shall determine and bill CITY for the Justice Court costs on a monthly basis. Justice Court costs attributable to CITY will not exceed the Citation Credit.

The County Auditor shall document and verify the Actual Cost, Justice Court costs and the Citation Credit referred to above and provide the same to CITY.

#### **Section 5. METHOD OF TERMINATION.**

Either party shall have the right at any time after the effective date of this Agreement to terminate this Agreement by giving the other party ninety (90) days notice in writing by registered mail, return receipt requested. If notice is given, this Agreement shall terminate upon the expiration of the ninety (90) calendar days from the receipt of the notice and the

liability of the parties hereunder for the further performance of the terms of this Agreement shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

#### **Section 6. SUPPLIES AND EQUIPMENT**

COUNTY and/or CITY may provide such office equipment and supplies as they deem necessary or desirable for the office specialists. Office equipment provided by either party to this Agreement shall remain the property of the party providing the office equipment.

#### **Section 7. REFERENCE TO JUSTICE COURT.**

The parties agree that so long as CITY does not have a CITY Justice Court, all class B and C misdemeanor citations and complaints shall be referred to the Utah County Justice Court in Provo, Utah.

#### **Section 8. INDEMNIFICATION.**

Each party shall indemnify and save harmless the other, its officers, volunteers, agents and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of a party's acts or omissions related in any manner to the performance of this agreement by either party. A party shall not indemnify the other for intentional torts committed by the other's officers, volunteers, agents or employees. No third party is intended by the parties to be benefitted by the indemnification or any other provision of this agreement. Nothing contained herein shall be interpreted as a waiver by COUNTY or CITY of the protections and immunities contained in the Governmental Immunity Act of Utah , UCA 63G-7-101 et. seq, or a successor statute, including the liability limits contained therein.

## **Section 9. INSURANCE**

The parties shall carry commercial general liability insurance in the minimum amount of the liability limits stated in the Governmental Immunity Act of Utah , UCA 63G-7-101 *et. seq.*, or a successor statute, to insure against loss or liability arising out of a party's performance of this Agreement. In exchange for the mutual indemnification above, COUNTY maintaining this insurance coverage, COUNTY's exposure to liability for law enforcement within CITY limits and COUNTY's provision of services under this agreement on a reimbursement basis, CITY shall pay COUNTY \$1,176.47 per deputy per year to offset the cost of COUNTY providing this insurance coverage. COUNTY's provision of insurance shall not be construed to be an indemnification or hold harmless of CITY. In the event of a claim against CITY or COUNTY arising out of either party's performance under this agreement, each party shall maintain their own defense in any action in which they are a party.

## **Section 10. FILING OF INTERLOCAL COOPERATION AGREEMENT.**

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of Utah County and with the CITY Recorder, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

## **Section 11. AMENDMENTS.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) executed by a duly authorized official of each of the parties, (b) submitted to and approved by an Authorized Attorney as required by Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended, and (c) filed in the official records of each party.

**Section 12. SEVERABILITY.**

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

**Section 13. GOVERNING LAW.**

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 14. PRIOR AGREEMENTS**

This is the entire Agreement between the parties. From the date of the approval of this Agreement by both parties, all prior agreements between the parties for the provision of law enforcement services to CITY by COUNTY are terminated, superceded and replaced.

**UTAH COUNTY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
William C. Lee, Chairman



ATTEST:  
BRYAN THOMPSON  
Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM AND  
COMPLIANCE WITH APPLICABLE LAW:  
JEFFREY R BUHMAN  
Utah County Attorney

By: \_\_\_\_\_  
Deputy Utah County Attorney

**VINEYARD CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

\_\_\_\_\_  
CITY ATTORNEY

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THAT CERTAIN DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DEVELOPERS CONCERNING THE DEVELOPMENT KNOWN AS THE HOMESTEAD AT VINEYARD.

WHEREAS, Vineyard, Utah has previously entered into a development agreement with certain parties for the development generally known as the Homestead at Vineyard; and

WHEREAS, it has become necessary to amend the development agreement in certain aspects; and

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD, UTAH AS FOLLOWS:

1. The City Council of Vineyard, Utah hereby authorizes the Mayor of the City to sign the Amendment to the Development Agreement by and between current owners of the Development and the city of Vineyard in the form shown as Exhibit A hereto.

2. This resolution shall take effect upon passing.

Passed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Recorder.



**Date:** June 28, 2017  
**Agenda Item:** 11.3 Discussion and Action  
**From:** Morgan Brim, Community Development Director  
**Department:** Legal, Planning, Building & Public Works  
**Subject:** Homestead Development Agreement

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**Background/Discussion:**

The Homestead Development is required to maintain compliance with the development agreement that was approved with the establishment of the Planned Development Overlay District. In past meetings, the council discussed an amendment to the agreement to eliminate restrictions regarding solid white vinyl fences for separation between private building lots. However, staff found that issues with the development agreement were not isolated to private fencing but affected building design, layout, landscaping and the public right-of-way.

The city attorney along with the building, planning and public works departments have now reviewed the agreement and provided a draft updated agreement for the City Council's consideration. The updated agreement incorporates all comments received from the Planning Commission and the City Council.

**Recommendation:**

It is recommended that the City Council approve the proposed draft development agreement. If the City Council chooses to approve the proposed development agreement, the document will be finalized for signature by the developer and city officials.

**Attachments:**

- Amended Homestead Development Agreement

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE  
HOMESTEAD AT VINEYARD, LOCATED WITHIN THE TOWN OF VINEYARD,  
UTAH COUNTY, UTAH AND INCLUDING THE HOMESTEAD AT VINEYARD  
PROJECT PLAN**

This Homestead at Vineyard Development Agreement (hereinafter "Agreement") first is entered into the 31st day of January 2006 by and between Vineyard Town, a Utah Municipal Corporation (hereinafter "Town") whose address is 240 East Gammon Road, Vineyard, Utah 84058 and Anderson Development Services, Inc., and other property owners, amended May 9th 2007 and November 28th 2012 and now amended and restated on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**RECITALS**

The Town is a Utah municipal corporation and is located within Utah County, State of Utah.  
Anderson Development owned and controlled certain real property located within the boundaries of the Town (hereinafter "Project Area") which property is approximately 319 acres, as more particularly described in Exhibit A, attached hereto.  
Anderson Development has now sold the project and all interest it has in this agreement to Vineyard Homesteads Development 2012, LLC (hereinafter referred to as "Developer") who is the successor in interest to all rights and responsibilities of Anderson Development under this Agreement.

**PART A  
AGREEMENT**

NOW, THEREFORE, in consideration of the goals of the Town and Developer which include the coordinated development of the Project Area, to achieve a development of the highest quality, and in accordance with the provisions, terms, or conditions of the Town and Developer, as more fully set forth herein, the parties agree to be legally bound as follows:

**PART B  
INTENT**

To the maximum extent permissible under the laws of Utah and the United States, it is the intent of the Town and Developer that this Agreement grants to Developer and the Project Area, as identified by Section 2 and Section 5 herein, use and density rights necessary to develop the Project Area in fulfillment of this Agreement, subject to the terms of this Agreement, including "vested rights" pursuant to LUDMA, and more particularly Section 10-9a-509 therein. All Land Use Applications, as defined herein, for the Project Area, are subject to the ordinances, regulations and policies of the Town in effect at the time the Land Use Application is determined complete. Nothing in this Agreement requires that the Town Council exercise the Town's powers of eminent domain.

**PART C  
DEFINITIONS**

Unless otherwise defined herein, the words and phrases used in this Agreement shall have the same meaning as provided by the Land Use Ordinances of the Town, and the laws of the State of Utah, as applicable.

- 1) Developer: Means Vineyard Homesteads Development 2012, LLC and all other property owners as identified by their signatures hereto or a subsequent owner thereof for all or any portion of the Project Area. [Amended \_\_\_\_\_ of \_\_\_\_\_ 2017]
- 2) Complete Application: A Land Use Application that conforms to the requirements of the applicable land use ordinance in effect when a complete application is submitted and all fees have been paid.
- 3) Cooperate: Means that the Town and Developer will work or act together to achieve the purposes of this Agreement.
- 4) Development Activity: Any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.
- 5) Development Approval: Any written authorization from the Town that authorizes the commencement of development activity.
- 6) Land Use Application: An application required by the Town's land use ordinances.
- 7) Land Use Ordinance: A planning, zoning, development, or subdivision ordinance of the Town.
- 8) Project Improvements: Means; (1) site improvements and facilities that are, (a) planned and designed to provide service for development resulting from a development activity; and (b) necessary for the use and convenience of the occupants or users of development resulting from a development activity. Project improvements do not mean system improvements.
- 9) Public Safety Facility: Means land and buildings used for police protection and fire protection and suppression services and associated personnel and similar in size to Station #3, provided by Orem City, located at 225 North 1200 West, Orem.
- 10) Reasonable: Means taking those actions necessary to achieve the purposes of this Agreement but not expecting or demanding more than is possible or achievable.
- 11) System Improvements: Means; (1) existing public facilities that are designed to provide services to service areas within the Town at large; and (2) future public facilities identified in a capital facilities plan that are intended to provide services to service areas within the Town at large. System improvements do not mean project improvements.
- 12) Sub-Area: The twenty (20) areas which are identified by Exhibit B and Exhibit D herein.

13) Town: Means Vineyard Town, a Utah Municipal Corporation and political subdivision of the State of Utah.

## **PART D PROJECT AREA PROVISIONS AND REQUIREMENTS**

### **SECTION 1 - INCORPORATION OF RECITALS AND EXHIBITS.**

The foregoing Recitals and all Exhibits, attached hereto, are incorporated into this Agreement by this reference.

### **SECTION 2 - ALLOWED USES AND APPROVAL PROCEDURES.**

The uses allowed within the Project Area, and all Sub-Areas thereof, shall be as specified by this Agreement.

All Land Use Applications shall be reviewed, and approved or denied by the Town, in accordance with the procedures of the Town's land use ordinances, in effect when the Land Use Application is determined complete.

### **SECTION 3 - ZONING DISTRICT DESIGNATIONS.**

In compliance with the requirements of LUDMA, and more particularly Section 10-9a-503, and following a public hearing conducted by the Vineyard Town Planning Commission on November 22, 2005, the Vineyard Town Planning Commission on December 1, 2005 formulated and transmitted to the Vineyard Town Council the Commission's recommendation for the Project Plan recommending that the Project Area be redesignated from an existing Agriculture A-1 Zoning District to a variety of Residential Zoning Districts with a Planned Development (PD) Overlay District for the entire Project Area. Following a Vineyard Town Council public hearing conducted on December 8, 2005 to receive public comment on the Planning Commission's recommendation, the Town Council, acting in its legislative authority, determined it appropriate to adopt Ordinance 2005-05, such Ordinance being conditioned to take effect upon the signing of this Agreement by the parties hereto. Ordinance 2005-05, such Ordinance being conditioned to take effect upon the signing of the Development Agreement by the parties hereto. Ordinance 2005-05 provides for a variety of Residential Zoning Districts, including a Multiple Residential ~~BDR~~-HDR 2 District, Single-Family Residential Districts R-1-8 and R-1-10, and a Residential Estates District RE-20, with a Planned Development (PD) Overlay District applied to the entire Project Area, and all Sub-Areas thereof. The Sub-Area Zoning District designations are provided by Exhibit C, attached to the Development Agreement. The development proposed by Developer for the Project Area, in terms of allowed uses, as identified by Section 2, and allowed densities are hereby determined to be consistent with the requirements of the Vineyard Town Zoning Ordinance, as adopted, (hereinafter "Zoning Ordinance"). ~~In the Multiple Residential HDR-2 District, rental units will be allowed as a conditional use.~~  
[AMENDED BY AGREEMENT 11/28/12]

## **SECTION 4 - SCOPE OF PROJECT PLAN.**

### **1) Project Area.**

Exhibit A identifies the legal description for all property included within the Project Area. Minor changes to the legal description of the Project Area are hereby authorized, as identified and provided by Exhibit Q herein. Any further changes to the legal description of the Project Area shall only be authorized upon written amendment to this Agreement, as provided in Section 38(2) herein.

### **2) Project Plan - Maximum Base Dwelling Units.**

Exhibit B identifies the location of all Project Area Sub-Areas. Exhibit D identifies the applicable Zoning District designation and the maximum base residential dwelling units allowed, by Sub-Area.

### **3) Location of Park and Open Space Area.**

Exhibit E identifies the general location of park and open space areas, required to be provided to the Town as part of the Project Plan, and this Agreement.

### **4) Location of Trails and Buffer Areas.**

Exhibit F identifies the general location of the primary trail system and buffer areas, required as part of the Project Plan, and this Agreement.

### **5) Major Road and Street System.**

Exhibit G identifies the general location of proposed "boulevard" and "parkway" streets located required as part of the Project Plan, and this Agreement, the exact location and profiles of such streets being subject to final Project Plan and Sub-Area configuration and surveying and Land Use Application approvals, as provided by Section 16(1)(c) herein.

### **6) Streetscape Designs and Enhancement Plans.**

Exhibits H-1, H-2, H-3, H-4 and H-5, herein, identify the typical streetscape designs and street enhancements to be provided for boulevard, parkway, local streets, and roundabouts located within or adjacent to the Project Area, and the typical design for Vineyard Road.

### **7) Planned Development (PD) Overlay District.**

To accomplish the purposes of this Agreement, and in recognition that the Project Plan meets the minimum standards necessary to qualify for designation as a Planned Development (PD) Overlay District, as provided by Chapter 7, of the Zoning Ordinance, a Planned Development (PD) Overlay District shall be applied to the Project Area, as identified by Section 3 herein, subject to the following:

- a) A minimum of approximately 44 Acres of park and open space acres be deeded to the Town, or other local, state, or federal agency for park or open space use as provided by Section 18(2) herein, and as required by Section 709 of the Zoning Ordinance, at the locations as generally identified by Exhibits E and Exhibit F, herein.
- b) All Land Use Applications shall comply with the requirements of this Agreement, Chapter 7 of the Zoning Ordinance, and all ordinances, regulations and policies of the Town in effect at the time the Land Use Application is determined complete, as required by Part B herein.
- c) All Land Use Applications located in a Planned Development (PD) Overlay District shall be eligible for modifications of the requirements for lot area, lot frontage, and lot width, as provided by Section 715 of the Zoning Ordinance, and modifications of in yard regulations, including modifications in the siting and orientation of buildings, as provided by Section 717 of the Zoning Ordinance.

## **SECTION 5 - ALLOWED DENSITIES.**

- 1) Exhibit D, and Chapter 7 of the Zoning Ordinance, shall provide the density basis for all Land Use Applications presented to the Town.
- 2) The maximum total base residential dwelling units allowed within the Project Area, and all Sub-Areas thereof, shall comply with Exhibit D, herein.
- 3) The maximum incentive density residential dwelling units allowed within the Project Area, and all Sub-Areas thereof, shall comply with the requirements of Chapter 7 of the Zoning Ordinance, including Sections 712, 713, and 714 of the Zoning Ordinance, except as may be limited by Section 5(5) herein.
- 4) Except as modified for Sub-Area #1 by Section 5(5) herein, all Land Use Applications for any Sub-Area shall comply fully with all incentive density requirements of Sections 712, 713, and 714 of the Zoning Ordinance and all requirements of this Agreement and shall therefore receive the maximum density incentive provided by such Sections, or fifteen percent (15%) of the maximum total base residential dwelling units available to the Sub-Area, as provided by Exhibit D herein.
- 5) To achieve the purposes of this Agreement, and more specifically to encourage quality building design and Project Area entry features, the Town is allowing a greater number of base residential dwelling units within Sub-Area #1, than originally requested by Developer. In recognition of the additional base density provided by the Town, and available to Sub-Area #1, and in recognition that SubArea #1 has now received a density incentive for site plan design items typically required by Sections 712, 713, and 714 of the Zoning Ordinance, the Town and Developer agree as follows:
  - a) To receive an additional density incentive for Sub-Area #1, the site plan, architectural designs, and associated features and amenities provided for Sub-area #1 must include



those not typically required by Sections 712, 713, and 714 of the Zoning Ordinance, including, but not limited to, enhanced site plan and building features including landscaping, building architecture and building materials, and additional themeing elements, and identified at the time of Land Use Application approval for Sub-Area #1.

b) The minimum number of residential dwelling units constructed within Sub-Area #1 shall be 9.0 units per acre.

## **SECTION 6 - INFRASTRUCTURE, IMPROVEMENTS, FACILITIES, AND SERVICES FOR THE PROJECT AREA.**

Whenever required by this Agreement to design, construct, install, operate, or maintain any infrastructure, improvements, facilities, or services, the Town and Developer agree to comply with the ordinances, requirements, rules and policies of the Town, or other service provider or agency, with authority, as applicable, for such design, construction, installation, operation, or maintenance, in effect at the time a Land Use Application is determined complete.

## **SECTION 7 - CONFIGURATION OF PROJECT AREA SUB-AREAS.**

The Town and Developer agree that the Project Area will be most efficiently developed by smaller phases contained within PODs or Sub-Areas (hereinafter referred to as a "Sub-Area" or as "Sub-Areas"), and smaller phases within a Sub-Area (each a "Phase"), and that the a build-out of the Project Area may take several years to complete. To facilitate the efficient build-out of the Project Area, the Town and Developer agree as follows:

- 1) The Town and Developer acknowledge and agree that, subject to Section 1 of this Agreement, the basic "back-bone improvements" for the Project Area have been previously completed and accepted by the Town. Developer may hereafter commence the development of individual Sub-Areas or phases within Sub-Areas.
- 2) Exhibit B herein, identifies eleven (11) Sub-Areas within the Project Area. Both the Town and Developer anticipate that the exact size and dimensions of each Sub-Area will be subject to changes and revisions as more detailed surveying, and other information, becomes available. The Town agrees to accept, process and approve applications for the development of smaller areas or Phases within each of the various Sub-Areas depicted on Exhibit B, provided that each such Phase of a Sub-Area shall have adequate infrastructure and shall otherwise comply with the Town's subdivision ordinance.
- 3) All requirements herein relating to the development of roadways, open space, trails, parks, buffer areas, streetscaping, street lighting, utility systems, storm drainage, ground water or land drains, and other related system improvements or project improvements that are not part of the "back bone improvements" (described in Section 7(1) above) and that are required by this Agreement for the development of any particular Phase or Sub-Area shall be constructed or installed as each Phase or Sub-Area is developed. After bonding or providing other adequate financial assurances to the Town, building permits may be issued for the construction of single family or multi-family residences (as applicable) within any

particular Phase prior to the completion and dedication of such system improvements and project improvements, provided that the necessary system improvements and project improvements required for the applicable Phase must be completed prior to the issuance of an occupancy permit for residential properties within that Phase.

- 4) Each Land Use Application for a Sub-Area shall be prepared and submitted by Developer (or its successor) and shall include:
  - a) The size and dimensions of each Sub-Area
  - b) The number, size and dimensions of each proposed lot, or the footprint of each proposed multifamily structure with the number of units proposed to be constructed, as applicable.
  - c) Infrastructure and public facility designs, including but not limited to streetscape plans, park, open space and trail improvement plans, fencing plans, and Project Area and all Sub-Area entry features (as applicable), consistent with the terms of this Agreement.
  - d) Proposed Covenants, Conditions and Restrictions, including architectural guidelines and minimum square footage requirements for all structures (the "CC&Rs"), for the Sub-Area, consistent with the terms of this Agreement.
- 5) Each Land Use Application shall be subject to review and approval by the Town (subject to the Town's subdivision ordinance).
- 6) For the purposes of sale, assignment, or other transfer of property located with the Project Area, Developer may obtain approval of a Project Area partition map that creates the final size and dimension of all Sub-Areas but does not create any development rights for any separate individual lots or parcels. The provision of necessary infrastructure, facilities, and services for any particular Sub-Area, as required by the Town's land use ordinances, and this Agreement, for the creation of buildable lots and parcels, and to achieve the use and density rights provided herein, shall be identified at the time a Land Use Application is approved for the creation of such buildable lots and parcels: } Such improvements shall be approved and installed in connection with the development of each Sub-Area as provided in this Agreement.
- 7) The total maximum base residential dwelling units available to Sub-Areas #1 shall be 288 units, as a HDR-2 Zone. The total maximum base residential dwelling units available in Sub-Areas #2, 3, 4, 6, 7, 8, 9, 10 and 11 (as shown on Exhibit B) shall be 822 housing units, which includes an additional increase of up to 10% (75 additional housing units), which additional density shall be subject further to Town Engineer's review of the infrastructure capacity.
- 8) A transfer of residential dwelling units, from one Sub-Area to another is allowed provided both Sub-Areas are located in the same Zoning District. Residential dwelling units shall not, without approval of the Town, be transferred from one Sub-Area to another Sub-Area, located within a different Zoning District. [AMENDED BY AGREEMENT 11/28/12]

## **SECTION 8 - PHASING OF PROJECT PLAN.**

The parties acknowledge that the development of the Project Plan is dependent on factors such as market demand, interest rates, general economic growth, competition and other applicable factors. In recognition of these factors, the timing of development allowed by this Agreement for the Project Area shall be determined by Developer in its sole judgment and discretion, subject to sound engineering and provision of infrastructure and services principles.

## **SECTION 9 - TIMING OF DEDICATIONS AND EASEMENTS.**

All dedications and easements required as part of Land Use Application approval, in favor of the Town, or other service provider or agency, under the terms of this Agreement, shall be provided to the Town, or other service provider or agency, at the time of Land Use Application approval, or at an earlier time as may be agreed to by the Town and Developer, and/or other service provider or agency.

## **SECTION 10 - CHANGE OF USE.**

As provided by Section 707 of the Zoning Ordinance, any portion of the Project Area, or any Sub-Area thereof, proposed to be sold, assigned or otherwise transferred by Developer to a subsequent owner, and used for another economically beneficial use, other than residential uses, including but not limited to schools, churches, public safety facilities, or any other similar uses, shall be excluded from the total area of the Project Area, or any Sub-Area thereof, for the purposes of determining maximum base residential units. The maximum base residential units available to the Project Area, or any Sub-Area thereof, shall be the total area of the Sub-Area, in acres, minus the total area utilized for another beneficial use, in acres, multiplied by the maximum base residential units per acre, available to the Sub-Area, as provided by Exhibit D herein.

## **SECTION 11 - ADDITIONAL LAND DONATIONS**

Any portion of the Project Area, or any Sub-Area thereof, that is donated to the Town, or other public agency approved by the Town, and provided in addition to those donations and dedications contemplated by Section 4, Section 12, Section 13, Section 14, Section 15, Section 16, Section 17, and Section 18 herein, by Developer, and provided at no cost to the Town, or other public agency, shall maintain all allowed densities, as provided by Section 5 herein, so that the maximum total base residential dwelling units, and any incentive density residential dwelling units provided by this Agreement to Developer shall continue.

## **PART E INFRASTRUCTURE, FACILITIES AND SERVICES**

### **SECTION 12 - CULINARY WATER. [AMENDED BY AGREEMENT 11/28/12]**

- 1) The Town agrees as follows:

- a) To cooperate with Developer, and to take all reasonable actions necessary to provide the culinary water facilities to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer.
  - b) To comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls.
  - c) The Town accepts the dedication of all culinary water facilities previously installed by Developer and further agrees to maintain all culinary water facilities located in any publicly dedicated rights-of-way or other public areas within the Project Area, to standards established by the Town and this Agreement.
  - d) To proceed to design, install and maintain culinary water facilities necessary to extend the existing culinary water line installed by Developer from its current end point in the proposed Center Street/Gammon Road right of way in an easterly direction for connection with Orem City culinary water facilities located outside the Project Area at the sole cost of the Town or to the Town Redevelopment Agency, and in compliance with all requirements of the Town for such improvements. The proposed Center Street/Gammon Road utility easement is legally described on Exhibit T attached hereto.
  - e) To adopt, and to regularly update and maintain, a Culinary Water Impact Fee for the timely provision of required culinary water system improvements.
  - f) To accept applications for and to permit the orderly development of the Project Area on a Sub-Area basis, as provided in Section 7 herein.
- 2) Developer agrees as follows:
- a) Culinary Water Facilities - Project Improvements. Developer has designed and installed: all culinary water project improvements necessary to provide backbone culinary water facilities and service to all existing Sub-Areas within the Project Area, at the minimum level of service required by the Town Engineer, and in compliance with all requirements of the Town for such improvements. The Town has previously accepted these completed culinary water improvements.
  - b) Culinary Water Facilities - System Improvements. Developer has previously designed and installed all culinary water system improvements necessary to provide backbone culinary water facilities and service to all existing Sub-Areas within the Project Area, at the minimum level of service required by the Town Engineer, and in compliance with all requirements for such improvements. Subject to the obligations of the Town, as described in Section 12(1)(d) herein, Developer agrees to design and install all culinary water system improvements necessary to provide culinary water facilities and service for future development of Sub-Areas within the Project Area, at the minimum level of service required by the Town Engineer, and in compliance with all requirements for such improvements in effect at the time a Land Use Application for a particular Sub-Area is determined complete. There shall be no requirement, however, for Developer to construct a water storage facility, as originally contemplated by the Development Agreement, it being understood that development within the Project Area can proceed with the payment of Culinary Water Impact Fees and Culinary Water Connection Fees for each individual lot or unit.

- c) To comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls.
- d) Culinary Water Impact Fees and Connection Fees. Developer agrees to be subject to the payment of Culinary Water Impact Fees and Culinary Water Connection Fees, in effect and applicable to other development activity within the Town, and payable at the time required by Town ordinances.
- e) Culinary Water Easements. Developer agrees to grant to the Town, or other culinary water service provider deemed appropriate by the Town, all easements and dedications necessary for the construction, installation, operation, and maintenance of all required culinary water facilities, which easements shall be granted concurrently with the execution of this Agreement.

### **SECTION 13 - SANITARY SEWER. [AMENDED BY AGREEMENT 11/28/12]**

- 1) The Town agrees as follows:
  - a) To cooperate with Developer, and to take all reasonable actions necessary to provide the sanitary sewer facilities to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, the previous construction of such backbone facilities by Developer has been previously accepted by the Town.
  - b) To comply with all applicable local, state and federal laws, rules and regulations for sanitary sewer facilities, services, quality standards and controls.
  - c) The Town has previously accepted the dedication of, and has agreed to maintain all sanitary sewer facilities, determined to be system improvements, as being substantially completed and installed to standards established by the Town and this Agreement. The Town and Developer further acknowledge that the backbone sanitary sewer facilities have been connected to the facilities of the Timpanogos Special Service District located northwest of the Anderson Geneva, LLC and Ice Castle Retirement Fund, LLC property.
  - d) To proceed to design, install, connect and maintain: (i) sanitary sewer facilities necessary to extend the existing sanitary sewer line installed by Developer from its current end point in the proposed Center Street/Gammon Road right of way in an easterly direction for connection with property owned by Anderson Geneva, LLC and Ice Castle Retirement Fund, LLC located outside the Project Area; and (ii) Lift Station No. 2 located on the Anderson Geneva, LLC and Ice Castle Retirement Fund, LLC property. Such design and installation shall be at the sole cost of the Town or the Town Redevelopment Agency, and in compliance with all requirements of the Town for such improvements. The proposed Center Street/Gammon Road utility easement is legally described on Exhibit T attached hereto.
  - e) To adopt, and to regularly update and maintain, a Sanitary Sewer Impact Fee for the timely provision of required sanitary sewer system improvements.

- f) To accept applications for and to permit the orderly development of the Project Area on a Sub-Area basis, as provided in Section 7 herein.

2) Developer voluntarily agrees as follows:

- a) Sanitary Sewer Facilities - Project Improvements. Developer has previously designed and installed certain backbone sanitary sewer project improvements necessary to provide sanitary sewer facilities and service to all Sub-Areas within the Project Area, at the minimum level of service required by the Town Engineer, and in compliance with all requirements of the Town for such improvements. These sewer improvements have been previously accepted as complete by the Town.
- b) Sanitary Sewer Facilities - System Improvements. Subject to the obligations of the Town, as described in Section 13(1)(e) herein, Developer agrees to design and install all sanitary sewer system improvements necessary to provide sanitary sewer facilities and service for the future development of Sub-Areas within the Project Area, at the minimum level of service required by the Town Engineer, and in compliance with all requirements for such improvements in effect at the time a Land Use Application for a particular Sub-Area is determined complete.
- c) To comply with all applicable local, state and federal laws, rules and regulations for sanitary sewer facilities, services, quality standards and controls.
- d) Sanitary Sewer Impact Fees and Connection Fees. To be subject to the payment of Sanitary Sewer Impact Fees and Sanitary Sewer Connection Fees for each individual lot or unit, in effect and generally applicable to other development activity within the Town, and payable at the time required by Town ordinances.
- e) Sanitary Sewer Easements. To grant or cause to be granted to the Town, or other sanitary sewer service provider deemed appropriate by the Town, all easements and dedications necessary for the construction, installation, operation, and maintenance of all required sanitary sewer facilities, which easements shall be granted concurrently with the execution of this Agreement. A map depicting the required easements for the sanitary sewer lines, together with the legal descriptions for such easements, is attached hereto as Exhibit U.
- f) Sanitary Sewer Lift Stations. To provide the necessary sanitary sewer service to the Project Area, and all Sub-Areas thereof, Developer has installed Sewer Lift Station No. 1, as shown on Exhibit D. There shall be no requirement for Developer to construct Sewer Lift Station No. 2, as originally contemplated by the Development Agreement, it being understood that development within the Project Area can proceed with the payment of Sanitary Sewer Impact Fees and Sanitary Sewer Connection Fees for each individual lot or unit.

#### **SECTION 14 – STORM DRAINAGE. [AMENDED BY AGREEMENT 11/28/12]**

1) The Town agrees as follows:

- a) To cooperate with Developer, and to take all reasonable actions necessary to provide the storm drainage facilities to the Project Area, and all Sub-Areas thereof, at the minimum

level of service required by the Town Engineer, the construction of such facilities being the sole obligation of Developer, as provided by Section 14(2) herein.

- b) To comply with all applicable local, state and federal laws, rules and regulations for storm drainage facilities, services, quality standards and controls.
- c) The Town accepts the dedication of backbone storm drain facilities previously installed by Developer and agrees to maintain all storm drain facilities (which are now determined to be system improvements), within the Project Area according to standards established by the Town and this Agreement.
- d) To adopt, and to regularly update and maintain, a Storm Drainage Impact Fee for the timely provision of required storm drainage system improvements.
- e) To accept the dedication and to maintain all storm water detention areas, of a minimum size of one-half (%2) acre, upon their substantial completion and installation to standards required by the Town Engineer, and required to provide storm water drainage to the Project Area, and all Sub-Areas thereof.
- f) To accept applications for and to permit the orderly development of the Project Area on a Sub-Area basis, as provided in Section 7 herein.

2) Developer voluntarily agrees as follows:

- a) Storm Drain Facilities - Project Improvements. Developer has designed and installed all storm drain project improvements necessary to provide storm drain facilities and service to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, at no cost to the Town, and in compliance with all requirements of the Town for such improvements.
- b) Storm Drain Facilities - System Improvements. Developer has designed and installed all storm drain system improvements necessary to provide storm drain facilities and service for the future development of Sub-Areas within the Project Area, at the minimum level of service required by the Town Engineer, and in compliance with all requirements for such improvements.
- c) To comply with all applicable local, state and federal laws, rules and regulations for storm drainage facilities, services, quality standards and controls.
- d) Storm Drain Impact Fees and Connection Fees. To be subject to the payment of Storm Drain Impact Fees and Storm Drain Connection Fees for each individual lot or unit, in effect and generally applicable to other development activity within the Town, and payable at the time required by Town ordinances.
- e) Storm Drain Facility Easements. To grant or cause to be granted to the Town, or Utah County, as applicable, all easements and dedications necessary for the construction, installation, operation, and maintenance of all required storm drain facilities at the time a land use application for a particular Sub-Area is determined complete.

- f) Storm Water Detention Areas. To provide the necessary flood control and storm water drainage service to the Project Area, and all Sub-Areas thereof, Anderson . Development may be required to install additional storm water detention improvements and areas. Some of these areas may also serve as a park or open space area. Developer further agrees to construct all storm water detention improvements and areas to standards required by the Town Engineer, as provided by Section 14(1)(f) herein.
- g) On execution of this Agreement, Developer shall dedicate to the Town all storm water facilities (both project improvements and system improvements) by special warranty deed, as provided in Section 16(2)(g) herein.

**SECTION 15 - GROUND WATER DRAINS (LAND DRAINS). [AMENDED BY AGREEMENT 11/28/12]**

1) The Town agrees as follows:

- a) To allow a ground water drainage system (hereinafter "land drain system"), provided by Developer, for the Project Area, and all Sub-Areas thereof, and for any separate lot, located within the Project Area.
- b) The Town accepts the dedication of all ground water and land drains previously installed by Developer and further agrees to maintain all land drain system facilities, located in any publicly dedicated rights-of-way or other public areas, within the Project Area according to standards established by the Town and this Agreement.
- c) As provided by Section 1613 of the Zoning Ordinance, the Town accepts no responsibility for any property damage cause by the ground water flooding of any basement.
- d) If a portion of the Town is provided with a land drain system, the Town agrees to consider establishing a maintenance area or maintenance district, whichever is most applicable, for the operation and maintenance of the land drain system, as may be provided by Developer.
- e) To accept applications for and to permit the orderly development of the Project Area on a Sub-Area basis, as provided in Section 7 herein.

2) As certain locations of the Project Area, or Sub-Areas thereof, may be subject to high ground water levels, and as Developer is contemplating the installation of basements within the Project Area, Sub-Areas thereof, and for separate lots, Developer voluntarily agrees as follows:

- a) To investigate the high ground water level, as required by reasonable standards provided by the Town Engineer, the advisability of basements within any Sub-Area.
- b) For each Sub-Area, and for each separate lot where basements will be provided, to employ reasonable management practices, and to install land drain system facilities determined necessary by the Town Engineer to avoid the realistic risk of basement flooding caused by high ground water.



- c) To include a notation, provided by the Town, on all final plats and property titles identifying that the Town accepts no responsibility for any property damage cause by ground water flooding.
- d) To provide materials and construction required for the future installation of other land drain system facilities. Developer agrees that any portion of a land drain system located on private property shall remain the responsibility of Developer, or the subsequent owner, for continued operation and maintenance.
- e) To cooperate with the Town to establish a maintenance area or maintenance district, whichever is most applicable, for the operation and maintenance of the land drain system, as may be provided by Developer.
- f) Developer has designed and installed all land drain improvements necessary to provide land drain facilities and service to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town, and in compliance with all requirements of the Town. On execution of this Agreement, Developer shall dedicate to the Town all land drain facilities by special warranty deed, as provided in Section 16(2)(g) herein.

**SECTION 16 - TRANSPORTATION AND CIRCULATION FACILITIES.** [AMENDED BY AGREEMENT 11/28/12]

- 1) The Town agrees as follows:
  - a) To cooperate with Developer, and to take all reasonable actions necessary to provide transportation and circulation facilities to the Project Area, and all SubAreas thereof, at the minimum level of service required by the Town Engineer, the construction of such facilities within Sub-Areas being the sole obligation of Developer, as provided by Section 16(2) herein.
  - b) To comply with all applicable local, state and federal laws, rules and regulations for transportation and circulation facilities, services, quality standards and controls.
  - c) Major Streets Plan. Exhibit D identifies as a central Project Plan design element, a system of boulevard and parkway streets, and incorporating roundabouts, and street improvements and enhancements, identified by Exhibits D and Exhibits H-1, H-2, 11-3, H-4 and H-5 herein. The Town accepts the Major Streets Plan, including the general location of boulevard and parkway streets as identified by Exhibit D herein and as currently constructed. The Town further agrees that the final location of all local streets shall be determined at the time of Land Use Application approval for a particular Sub-Area.
  - d) The Town agrees and accepts the street design and enhancement plans, including the design of boulevard, parkway, local streets, roundabouts, and Vineyard Road, as provided by Exhibits H-1, 11-2, 11-3, 11-4 and H-5 herein, as the minimum design standard for all boulevard, parkway, local streets roundabouts, and Vineyard Road, located within, or adjacent to, the Project Area.

- e) The Town acknowledges that it has accepted the dedication of the backbone transportation facilities previously installed by Developer as evidenced by the Homesteads Roadway Dedication (West) recorded September 20, 2007, as Entry No. 12492:2007 in the official records of Utah County, Utah. The Town further agrees to maintain all such transportation and circulation facilities, within the Project Area according to standards established by the Town and this Agreement.
  - f) Center Street/Gammon Road Connection. The Town agrees and understands, as provided by Section 16(2)(e) herein, that Developer will provide all necessary dedications, including those dedications located outside the Project Area from Anderson Geneva LLC and Ice Castle Retirement Fund, LLC, as determined necessary by the Town, to provide a grade-separated vehicular and pedestrian rail crossing and street connection between Center Street and Gammon Road for vehicular and pedestrian use. The Town, at its cost or at the cost of the Town Redevelopment Agency or other governmental agency, may design and construct such roadway and a grade-separated vehicular and pedestrian rail crossing and related roadways. Developer shall have no obligation to design or construct a future grade-separated vehicular and pedestrian rail crossing and related roadways, it being understood that the transportation dedications described in this Agreement satisfy the obligations of Developer under this Agreement and any corresponding Reimbursement Agreement with respect to the design and construction of the grade separated rail crossing and related roadways.
  - g) 400 North At-Grade Crossing. The Town agrees and understands, as provided by Section 16(2)(e) herein, that Developer will provide all necessary dedications, including those dedications located outside the Project Area, from Anderson Geneva, LLC and Ice Castle Retirement Fund, LLC, as determined necessary by the Town, to provide an at-grade rail crossing at 400 North Street for vehicular use. The Town, at its cost or at the cost of the Town Redevelopment Agency or other governmental agency, may design and construct such at grade rail crossing and related roadways. Developer shall have no obligation to construct a future at-grade rail crossing and related roadways, it being understood that the transportation dedications described in this Agreement satisfy the obligations of Developer under this Agreement and any corresponding Reimbursement Agreement. with respect to the design and construction of the at-grade rail crossing and related roadways.
  - h) To accept applications for and to permit the orderly development of the Project Area on a Sub-Area basis, as provided in Section 7 herein.
- 2) Developer voluntarily agrees as follows:
- a) Transportation and Circulation Facilities--To design and install all future required internal transportation and circulation facilities improvements located within the Project Area, and necessary to provide transportation and circulation services to all Sub-Areas within the Project Area, as identified by Exhibit D and Exhibits H-1, H-2, H-3, H-4 and H-5 herein, at no cost to the Town. The Town, however, shall complete the Center Street/Gammon Road connection East from the proposed entrance into Sub-Area #1.

- b) To construct, at no cost to the Town the remaining interior Sub-Area streets, as provided by Exhibits, H-1, H-2, H-3, H-4 and H-5 herein, as the minimum standard for the design of all interior and local streets located within, or adjacent to, the Project Area, other than the Center Street/Gammon Road connection East from the proposed entrance into Sub-Area #1 which shall the obligation of the Town.
- c) To provide street improvements and streetscape designs, as identified by Exhibits H-1, H-2, H-3, H-4 and H-5 herein, for boulevard, parkway, local streets, roundabouts, and Vineyard Road, subject to final review and approval by the Town Design Review Committee, as Provided by Section 7 herein.
- d) To comply with all applicable local, state and federal laws, rules and regulations for transportation and circulation facilities, services, quality standards and controls.
- e) Center Street/Gammon Road Connection and 400 North At-Grade Rail Crossing. The connection of Center Street to Gammon Road and the 400 North at-grade rail crossing are vital transportation connections, necessary not only for traffic circulation and movement but also for the protection of the health and safety of Town residents. Developer agrees to obtain and provide to the Town all necessary dedications, including those dedications located outside the Project Area owned by Anderson Geneva LLC and Ice Castle Retirement Fund, LLC, as determined necessary by the Town, to provide the connection of Center Street and Gammon Road, the separated vehicular and pedestrian rail crossing, and the 400 North at-grade rail crossing, and related roadways. There shall be no requirement for Developer to construct the Center Street/Gammon Road connection, the separated vehicular and pedestrian rail crossing, or the 400 North at-grade rail crossing, and related roadways, as originally contemplated by the Development Agreement, it being understood that dedication of the necessary rights-of-way or easements for such public transportation facilities satisfies Developer's obligations with respect to such facilities.
- f) Developer, in partnership with adjoining land owners, or acting alone, agrees to construct all interior or local streets within each Sub-Area, other than the Center Street/Gammon Road connection.
- g) On execution of this Agreement, Developer shall convey to the Town by special warranty deed the previously dedicated backbone transportation and circulation facilities, and shall dedicate to the Town all associated utilities, culinary water facilities, sewer facilities, and storm water and land drain facilities. [AMENDED BY AGREEMENT 11/28/12]

**SECTION 17 - PUBLIC SAFETY FACILITIES AND POLICE AND FIRE PROTECTION.** [AMENDED BY AGREEMENT 11/28/12]

- . 1) The Town agrees as follows:
  - a) To provide to the Project Area, and all Sub-Areas thereof, public safety facilities and police and fire protection services at a level of service required by law, subject to the obligations of Developer as set forth herein.
  - b) To comply with all applicable local, state, and federal laws, rules and regulations for public safety facilities and police and fire protection services.

- c) To accept from Developer as the site for a future public safety facility the conveyance of the approximately 2.36 acre parcel located within the Project Area (the "Public Safety Facility Site"). The location of the Public Safety Facility Site is identified on Exhibit D hereto, and is legally described on Exhibit V hereto. The Town agrees and understands, as provided by Section 17(2)(a) herein, that Developer will convey to the Town the Public Safety Facility Site. The Town, at its cost or at the cost of the Town Redevelopment Agency or other governmental agency, may design and construct the Public Safety Facility. Developer shall have no obligation to construct the Public Safety Facility, it being understood that the conveyance of the Public Safety Facility Site, as described in this Agreement, satisfies the obligations of Developer under this Agreement and any corresponding Reimbursement Agreement with respect to the design and construction of the Public Safety Facility.
- d) To adopt, and to regularly update and maintain, a Public Safety Impact Fee for the timely provision of required public safety system improvements.

2) Developer voluntarily agrees as follows:

- a) On execution of this Agreement to convey to the Town, at no cost to the Town, by special warranty deed the Public Safety Facility Site. Developer shall retain all allowed densities provided to the Project Area, as identified by Section 5, herein, and as contemplated by Section 11 herein
- b) Public Safety Impact Fees. Developer agrees to be subject to the payment of Public Safety Impact Fees, in effect and generally applicable to other development activity within the Town, and payable at the time required by Town ordinances.
- c) Public Safety Facility. There shall be no requirement for Developer to construct the Public Safety Facility, as originally contemplated by the Development Agreement, it being understood that conveyance of the Public Safety Facility Site to the Town satisfies Developer's obligations with respect to the Public Safety Facility.

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**SECTION 18 - PARKS, OPEN SPACES, TRAILS, AND BUFFER AREAS. [AMENDED BY AGREEMENT 11/28/12]**

1) The Town agrees as follows:

- a) To cooperate with Developer, and to take all reasonable actions necessary to provide the parks, open spaces, trails and buffer areas to the Project Area, and all Sub-Areas thereof, as identified by Exhibit E and Exhibit F herein, the construction of such facilities being the sole obligation of Developer, as provided by Section 18(2) herein.
- b) To accept the dedication and to maintain all parks, open spaces, trails and buffer areas, as identified by Exhibit E and Exhibit F herein, upon their substantial completion and installation to standards established by the Town and this

Agreement, and to provide water connections sufficient to maintain and operate all parks, open spaces, trails and buffer areas.

- c) To accept from Developer as permanent open space areas required by Section 18(2)(1) below, conveyance of the land described on Exhibit W hereto, which consists of approximately 21.18 acres. (the "Wetlands Conveyance Parcel"). The location of the Wetlands Conveyance Parcel is shown on Exhibit D hereto. Such conveyance shall be in partial satisfaction of the total acreage requirement for parks, open spaces, trails and buffer areas required by Section 18(2)(1).
  - d) ~~To adopt and to regularly update and maintain, a Parks, Open Space, and Recreational Facilities Impact Fee for the timely provision of required parks, open spaces and recreational facilities system improvements.~~
  - e) To accept applications for and to permit the orderly development of the Project Area on a Sub-Area basis, as provided in Section 7 herein. In connection therewith, the Town acknowledges that the parks, open spaces, trails and buffer areas specific to a particular Sub-Area do not need to be completed until the occupancy permit for a particular residence in that Sub-Area is issued. In order to ensure the timely completion of and payment for such improvements, the Town agrees to the establishment of an escrow as provided in Section 18(2)(d) below. The Town further agrees to permit the disbursement of amounts in such escrow to pay for the required improvements as the work for such improvements progresses.
  - f) To re-examine with Developer the approved landscape plan, fencing, and the related installation costs and ongoing maintenance expenses for parks, open spaces, trails, fencing, and buffer areas (as originally approved by the Town) to reduce the ongoing maintenance expenses associated with such improvements.
- 2) Developer voluntarily agrees as follows:
- a) To provide approximately 55.768 acres of parks, open spaces, trails and buffer areas, at locations as generally identified by Exhibits D, E and F hereto. In that regard, at the time of execution of this Agreement, Developer shall convey to the Town, by special warranty deed, the Wetlands Conveyance Parcel. The Town agrees that the final size and location of parks, open spaces, trails and buffer areas shall be determined at the time of Land Use Application approval, but at locations as generally identified by Exhibit E and Exhibit F.
  - b) To provide additional parks, open spaces, and trails necessary to meet the recreational demands of the Project Area, and all Sub-Areas thereof, Developer agrees to provide useable parks, open spaces, and trails as a condition of Land Use Application approvals for a particular Sub-Area.
  - c) As contemplated by Section 14(2)(f) herein, Developer may be required, in certain areas, to install storm water detention areas. These areas may also serve as park and

open space areas. All such areas shall be dedicated to the Town.

- d) Developer agrees to provide as minimum improvements along the main collector roads as per the streetscape design, including necessary sod and tree plantings, irrigation system(s), and streetscape site improvements including curb, gutter, sidewalks, offstreet parking areas, and collector fencing as determined necessary by Developer and approved by the Town, as provided in Section 7 herein. The costs for such improvements shall be calculated and allocated to each lot or unit to be constructed in the Sub-Area at the time of recording the final plat for the applicable Phase or Sub-Area. Unless other arrangements are agreed to, the amount allocated to each lot or unit shall be escrowed with an approved escrow agent at the time the final plat is recorded for the applicable lot or unit.
- e) Developer agrees to provide as minimum improvements for all trails, a minimum of ten (10) feet all weather trail surface, fencing, landscaping, and off-street parking areas, as determined necessary by Developer and the Town, or other federal, state, or local agency with authority, for all open space areas, subject to final approval by the Town, as provided by Section 7 herein. The costs of such improvements are to be included in the escrow described in Sections 18(1)(e) and 18(2)(d) above.
- f) Developer shall apply to the Town for approvals under this Section 18 on a case-by-case basis for each Sub-Area as it develops. Developer and the Town agree that the following items are required as development of the Project Area progresses: (1) approximately 26,328 linear feet of common area right-of-way fencing (this fencing shall not be ~~concrete wall nor shall it be~~ vinyl; this fencing shall be consistent between adjoining Sub-Areas) This fencing shall be required as a condition of any certificate of occupancy; (2) approximately 888,091 square feet of common area right-of-way landscaping; and (3) 55 additional light posts. Developer and the Town agree that the above-listed items may be allocated to and installed on a Sub-Area by Sub-Area basis as agreed at the time the Land Use Application for each Sub-Area is approved. Further, Developer will escrow funds on a pro rata basis to cover the installation costs for these items within or surrounding each applicable Phase or Sub-Area at the time each building permit for construction of a residence or multifamily structure within the applicable Phase or Sub-Area is issued, so that each residence or unit pays its pro rata share of such expenses.

## **PART E**

### **PROJECT AREA AND BUILDING DESIGN**

#### **SECTION 19 - COMPLIANCE WITH ADOPTED TOWN PROJECT AND BUILDING DESIGN REQUIREMENTS.**

As provided by Part B herein, all Land Use Application approvals, all building permit approvals, and all buildings and structures located within the Project Area shall comply with all requirements of the Town's Land Use Ordinances, including all applicable design requirements of

the Zoning and Subdivision Ordinances, including, but not limited, to Chapters 16, 17, and 18 of the Zoning Ordinance.

## **SECTION 20 - LOT SIZE. [AMENDED BY AGREEMENT 11/28/12]**

Developer voluntarily agrees to establish the following lot size requirements for individual building lots, established at the time of Land Use Application approval, as follows:

- 1) For lots located in Sub-Areas #2, 3, 4, 6, 7, 8, 9, and 10 lot size shall generally follow the base square footages shown on Exhibit B, the Town shall permit a reduction in size of up to 10% for all such lots.
- 2) For lots in Sub-Area #11, the minimum lot size shown on Exhibit B may be reduced as provided in paragraph 20(1) above, except for lots adjacent to Holdaway Road and/or residences existing on the date of this Agreement must remain at a minimum lot size of 20,000 square feet.

## **SECTION 21 - MINIMUM RESIDENTIAL DWELLING UNIT SIZE. [AMENDED BY AGREEMENT 11/28/12]**

Developer voluntarily agrees to establish minimum residential dwelling unit sizes for all residential dwelling units located within the Project Area, and all Sub-Areas thereof, as follows:

- ~~1) Residential Units located in a Sub-Area in the Residential Estates (RE-20) Zoning District (Sub-Area 1), shall provide a minimum net floor area footprint of not less than 1,620 with a total net floor area of not less than 2,250 — square feet above grade.~~
- ~~2) Residential Units located in Sub-Area in the Single Family Residential (R-1-10 and R1-8) Zoning District, but excluding Sub-Area #2, shall meet the following requirements:~~
  - ~~a) All residential units without a basement shall provide a minimum net floor area of not less than 1,800 square feet above grade with a minimum net floor area footprint of not less than 1,200 square feet.~~
  - ~~b) All residential units in Sub-Areas 6, 7, 8, 9 and 10 with a basement shall provide a minimum net floor area of not less than 1,260 square feet above grade, a minimum net floor area footprint of not less than 1,000 square feet, and a total net floor area of not less than 2,520 square feet.~~
  - ~~c) Sixty percent (60%) of all residential units in Sub-Areas 3 and 4 with a basement shall provide a minimum net floor area of not less than 1,260 square feet above grade, a minimum net floor area footprint of not less than 1,000 square feet, and a total net floor area of not less than 2,520 square feet.~~
  - ~~d) Twenty-five percent (25%) of all residential units in Sub-Areas 3 and 4 with a basement shall provide a minimum net floor area of not less than 1,260 square feet above grade, a minimum net floor area footprint of not less than 800 square feet, and a total net floor area of not less than 2,070 square feet.~~

- e) ~~Fifteen percent (15%) of all residential units in Sub-Areas 3 and 4 with a basement shall provide a minimum net floor area of not less than 1,260 square feet above grade, a minimum net floor area footprint of not less than 800 square feet, and a total net floor area of not less than 1,800 square feet.~~
- f) ~~With respect to Sub-Area #5 only, residential units located within that Sub-Area shall provide a minimum net floor area footprint of not less than 1,800 square feet or a total net floor area of not less than 2,500 square feet above grade, exclusive of porches and garages.~~
- 1) Residential Units in Sub-Areas 2,3,4, 6,7, & 8 shall have a minimum net floor area of 1,260 square feet above grade.
- 2) Residential Units located in Sub-Areas 5 and 11 shall have a minimum net floor area of 2,250 square feet above grade.
- 4)3) Residential Units located in a Sub-Area in the Multiple Residential (HDR-2) Zoning District (Sub-Area 1) shall provide a minimum net floor area of not less than 900 square feet (minimum) for all dwelling units. ~~Rental units will be allowed in the Multiple Residential Zoning District as a conditional use.~~
- 2)4) "Net Floor Area" shall be defined by "Floor Area (Net Floor Area)" as contained in the Vineyard Town Zoning Ordinance.
- 3)5) Notwithstanding anything to the contrary set forth in the Development Agreement or in Exhibit I, repetition of exterior elevations of dwellings constructed in the Project Area shall be permitted except that no dwelling will be allowed to have the same exterior elevations within three (3) building lots along a street from the nearest dwelling design that matches another.
- 6) Notwithstanding anything to the contrary set forth in the Development Agreement, the applicability of Exhibit I is hereby clarified with respect to the Project Area to provide that the 40% brick or stone requirement for the exterior of a dwelling shall only be applicable to the front facing elevation of a dwelling, including fenestration areas for the purposes of coverage calculation (windows, doors and garages) and is further clarified to permit the use of both natural and synthetic stone as well as brick on the exterior elevations of a dwelling.  
[AMENDED BY AGREEMENT 11/28/12]
- 4)7) Alternatively, in lieu of installing 40% brick or stone, the developer may install a fiber cement hardy-plank board material on the front elevation but must include a three (3) foot wains coat of rock or stone across the entire front of the home and the return on the side of the garage to the front door. ~~Additionally, each dwelling shall incorporate a masonry wainseot return measuring a distance of two (2) to five (5) feet along the sides of a dwelling from the front facing elevation.~~
- 5)8) Residential property in the Shores subdivision shall provide a minimum net floor area footprint of not less than 1800 square feet or a total net floor area of not less than 2500 square feet above grade, exclusive of porches and garages. No other provisions of this



section 21 shall apply to the Shores subdivision. [AMENDED BY AGREEMENT 12/9/2010]

**SECTION 22 - PROJECT AND BUILDING DESIGN STANDARDS.** [AMENDED BY AGREEMENT 11/28/12]

The Town and Developer mutually agree that in order to achieve the quality of development contemplated by this Agreement for the Project Area, and all Sub-Areas thereof, elements of both community design and building design must be considered. The Town desires that the development provided by the Project Plan enhances and promotes an "agricultural-heritage" theme and promotes community values of quality, attractiveness and desirability. Developer desires that the development establishes a desirable, attractive, and convenient residential environment. In recognition of the mutual goals of the Town and Developer both parties agree as follows:

1) The Town will approve the architecture and design requirements for each Sub-Area. In addition to the architecture and design requirements of Exhibit I and the applicable CC&Rs for any Sub-Area (or phase thereof), which shall be approved on a Sub-Area by Sub-Area basis (as provided in Section 7 herein), the Town and Developer agree that the standards of Chapter 18 of the Zoning Ordinance shall apply to all buildings and structures located in the Project Area, or any Sub-Area thereof.

**SECTION 23 - DESIGN REVIEW COMMITTEE.** [DELETED BY AGREEMENT 11/28/12]

**SECTION 24 - SPECIAL IDENTIFICATION FEATURES.**  
[DELETED BY AGREEMENT 11/28/12]

**PART F**  
**GENERAL TERMS AND CONDITIONS**

**SECTION 25 - APPOINTMENT OF REPRESENTATIVES.**

To further the commitment of the parties to cooperate in the implementation of this Agreement, the Town and Developer shall each designate and appoint a representative to act as a liaison with the other party:

1) The representative of the Town shall be: ~~Mr. David Church, 5995 South Redwood Road, Taylorsville, UT 84123~~

2) The representative of Developer shall be: Need to be added to update

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Both the Town and Developer may change their designated representatives by notice to the

other. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement.

## **SECTION 26 - ANNUAL REVIEW.**

The Town Council shall review the progress contemplated by this Agreement at least annually to determine if the Town and Developer has complied with the terms of this Agreement. If the Town Council determines, on the basis of substantial evidence, that either the Town or Developer has failed to comply with any of the terms of this Agreement, the Town Council may take necessary corrective action, including, but not limited to, those actions provided by Section 37 herein. The Town Council's failure to conduct an annual review, as provided by this Section, shall not constitute, or be asserted as, a default of this Agreement.

## **SECTION 27 - NOTICE.**

- 1) All notices required by this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail to the following address:

Town of Vineyard  
Attn: Mayor Randy Farnworth  
240 East Gammon Road  
Vineyard, UT 84058

With copies to:  
Blaisdell & Church  
Attn: David Church, Esq.  
5995 South Redwood Road  
Taylorsville, UT 84123

To Developer: [needs to be updated](#)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copies to: [needs to be updated](#)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2) A Notice shall be effective on the day the notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail.
- 3) The Town or Developer may change its address for the purposes of receiving notice as required by this Section, by giving written notice to the other party in accordance with the provisions of this Section.

## **SECTION 28 - FURTHER ASSURANCES.**

Each party to this Agreement shall undertake all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated herein. All provisions and requirements of this Agreement shall be carried out by each party hereto as allowed by law.

## **SECTION 29 - RESERVED LEGISLATIVE POWERS.**

- 1) Nothing in this Agreement shall limit the future exercise of the police power by the Town in enacting land use ordinances or other ordinances and regulations, provided, that in no case shall the future exercise of the Town in enacting said ordinances and regulations limit or change in any manner the allowed uses, densities, rights and obligations granted by this Agreement. Developer understands that they are required to comply with future changes, amendments, or revisions to Town ordinances and regulations that do not change the allowed uses or densities for the Project Area, as identified by this Agreement.
- 2) If the Town, in its legislative power, imposes a temporary zoning regulation for a compelling and countervailing public purpose, all obligations required by Developer, under the terms of this Agreement, shall be suspended and held in abeyance for the duration of the temporary zoning regulation, as enacted by the Town.

## **SECTION 30 - STATE AND FEDERAL LAW - INVALIDITY.**

Both the Town and Developer mutually agree that the rights and obligations created by this Agreement are only such as are consistent with state and federal law. Both the Town and Developer further agree that if any provision of this Agreement becomes inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, the balance of the Agreement remaining in full force and effect. If the Town's approval of the Project Plan is determined to be invalid by a court of competent jurisdiction this Agreement shall also be null and void.

## **SECTION 31- ASSIGNMENT. [AMENDED BY AGREEMENT 11/28/12]**

- 1) With the exception of reimbursements, neither this Agreement, nor any of the provisions, terms or conditions hereof can be assigned by Developer to another party, individual or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the Town, which shall not be unreasonably withheld. Said assignments shall be subject to review by the Town which is intended to provide assurances that the proposed assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The Town shall review and approve, approve with conditions or deny all proposed assignments by Developer to a subsequent fee owner, as required by this Section, within twenty-one (21) days of notice of proposed sale, assignment, or other transfer, as required by Section 31(2) herein. If the Town takes no action to either approve with conditions or deny a proposed assignment the assignment

shall be deemed approved by the Town. If the Town in good faith determines that the proposed assignee does not have sufficient financial ability to assume and carry out the affirmative provisions, terms and conditions of this Agreement, a portion of this Agreement may still be assigned but Developer shall remain responsible for the performance of all obligations of this Agreement. Notwithstanding the foregoing, the Town hereby consents to the assignment by Developer of any or all of its rights under this Agreement to its development lender, America First Federal Credit Union, provided that notice of the assignment is given to the Town of such assignment promptly after the transfer is accomplished.

- 2) The Project Area, and all Sub-Areas thereof, sold, assigned, or otherwise transferred by Developer to another party, individual or entity shall also include the transfer of certain total base residential dwelling units as allowed within the Project Area, or any Sub-Area thereof. At the time of approval of the assignment to the new owner by the Town, as provided by this Section, Developer shall provide to the Town a notice showing the new ownership, the total number of base residential units being transferred, and the total number of base residential units remaining with other Developer owned Sub-Areas, and any effects of transfer on the Project Plan.
- 3) The rights of the Town under this Agreement shall not be assigned.

#### **. SECTION 32 - AGREEMENT TO RUN WITH THE LAND**

This Agreement shall be recorded against the property described in Exhibit A hereto and shall be deemed to run with the land.

#### **SECTION 33 - RECORDATION OF AGREEMENT.**

Within ten (10) days of signing of this Agreement by the parties hereto, the Town Clerk shall have an original copy this Agreement recorded in the Office of the Utah County Recorder, with one (1) copy each of the recorded document provided to the Town and Developer. In the event of a dispute between the parties hereto the recorded Agreement shall be considered the original and authoritative copy of this Agreement.

#### **SECTION 34 - DISPUTES.**

In the event of a dispute arising in any matter of interpretation, administration, or any other decision related to this Agreement, such dispute shall be considered an appeal of such matter of interpretation, administration, or decision and shall be processed, reviewed and decided by the Town, as provided by Chapter 27 of the Zoning Ordinance.

#### **SECTION 35 - FORCE MAJEURE.**

Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes thereof, acts of nature, governmental restrictions, regulations or controls, judicial

orders, enemy or hostile government actions, wars, civil commotions, fires or other causality beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay, or stoppage.

#### **SECTION 36 - NO JOINT VENTURE, PARTNERSHIP, OR THIRD PARTY RIGHTS.**

This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

#### **SECTION 37 - GOVERNING LAW AND LEGAL ACTION.**

- 1) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any legal action required to enforce this Agreement shall be brought in the Fourth District Court for the State of Utah.
- 2) In addition to other rights or remedies available to the Town and Developer, either may institute legal action to cure, correct, or remedy any default or breach, to enforce the terms of this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any other remedies consistent with the purposes of this Agreement.
- 3) The Town may withhold Land Use Application approvals, and building permit approvals, to enforce the terms of this Agreement.
- 4) Should the Town or Developer employ an attorney for the purposes of enforcing this Agreement in any legal proceeding whatsoever the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

#### **SECTION 38 - MERGER AND AMENDMENT.**

- 1) This Agreement, together with all Exhibits hereto, which are incorporated herein by reference, constitutes the entire Agreement between the Town and Developer and supersedes any prior understandings, agreements or representations verbal or written.
- 2) This Agreement shall not be amended except in written form, signed, and executed by the Mayor on behalf of the Town, and the authorized representative of Developer, and only after approval by the Town Council, after the receipt of a Planning Commission recommendation for any amendments hereto.

#### **SECTION 39 - TERM OF AGREEMENT. . [AMENDED BY AGREEMENT 11/28/12]**

This Agreement shall be for a period of fifteen (15) years following the date of recording of this Agreement Amending And Clarifying The Development Agreement For The Homesteads At Vineyard Located Within The Town Of Vineyard, Utah County, Utah And Including The Homesteads At Vineyard Project Plan, with an option to extend the Agreement for an additional

ten (10) years if the terms of the Agreement have been substantially complied with, unless the Agreement is terminated earlier or its term modified by amendment to this Agreement, as provided herein.

#### **SECTION 40 - SEVERABILITY.**

If any part or provision of this Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such adjudgement shall not affect any other parts or provisions of this Agreement, all of which shall remain in full force and effect.

#### **SECTION 41 - MUTUAL DRAFTING.**

Each party hereto has participated in drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

#### **SECTION 42 - AUTHORITY.**

- 1) The Town and Developer both warrant each has the necessary authority to execute this Agreement.
- 2) Developer warrants and represents to the Town that Developer owns or controls all right, title and interest in and to all property located within the Project Area and that no portion of said property, or any right, title, or interest therein has been sold, assigned, or otherwise transferred to any other entity or individual.
- 3) Developer warrants and represents to the Town that no portion of the property located within the Project Area is subject to any lawsuit or pending legal claim of any kind, except Sub-Area #19 is subject to a pending resolution of ownership between Developer and the State of Utah.

The following Exhibits to the Development Agreement are hereby deleted: G (The Homesteads Major Road and Street Plan), J (Wind Mill Project and Community Entry Feature), K (Sub-Area Entry Features), and O (Streetscape Fencing Detail). [AMENDED BY AGREEMENT 11/28/12]

Made and entered into as of the date and year first written above.

## ARCHITECTURAL DESIGN REQUIREMENTS

As a Project planned community, The Homestead includes architectural requirements to insure that there is a continuity of design in the developed environment. The Homestead Architectural Requirements are intended to foster and promote good design that complements the project goals and overall goals of the Town's General Plan and Land Use Ordinances.

Architectural styles are intended to promote a sense of design continuity throughout a community or neighborhood. Through the widespread use of architectural types, elements and materials, an architectural style visually ties together a community or neighborhood. However, an architectural style is not intended to foster sameness. While an architectural style suggests several features or elements that can be combined to create different homes that complement one another, the combination permits the lot owner to construct a home to personal tastes while complementing surrounding homes in the neighborhood. However, certain architectural styles would distract from the overall objective of The Homesteads and would be prohibited, such as ultra modern, subterranean, all glass structures, or other radical building designs.

The repetition of architectural designs and materials for single family dwellings is discouraged. ~~No repetition of the exterior of any approved dwelling within the RE-20 zone will be permitted.~~ In the R-1-10 zone, near repetitions of dwelling designs will be allowed, but exterior materials and color scheme shall be changed to encourage variety. However, no dwelling will be allowed to have the same exterior elevations within three (3) building lots located along a street from the nearest dwelling design that similarly matches another. Near repetitions of dwelling designs are allowed in the R-1-8 zone, however, no dwelling will be allowed to have the same exterior elevations within ~~three~~<sup>five</sup> (5) building lots located along a street from the nearest dwelling design that similarly matches another.

It is the expressed purpose of these requirements to promote a sense of design continuity between different elements of the community, entry monuments, landscaping, fencing, a variety of single family homes and multi-family homes, while at the same time encouraging individuality. To accomplish these two objectives, the elements of residential design are provided:

- a. Architectural Features
- b. Architectural Materials
- c. Architectural Hardware

All architectural designs for buildings are subject to a review and approval by the Design Review Committee.

### 1. Architectural Features

- a. Forms and Massing

Buildings shall meet minimum square footage requirements as provided in the development agreement. ~~One-story and two-story homes are permitted, but are restricted to provide a minimum of ground floor space as provided within the Development Agreement as required by each Zoning District, exclusive of a garage, porch, balcony, patio, or deck and subject to zone designation.~~

~~Front elevations shall contain at least one alternating form found along different planes to create shadows including multiple vertical and horizontal breaks. The front elevation forms shall include features such as at least one exposed gable perpendicular to the street.~~

b. Rooflines and Pitch

Front elevations shall contain a minimum of two rooflines designed at different heights. ~~The majority of roof pitch elements should be a minimum of 6:12.~~ Long continuous rooflines parallel to the street should not be permitted. ~~Eaves and overhangs shall be large enough to create noticeable shadows, approximately 12 inches to 18 inches in size.~~ Two story front elevations divided by a first story partial roof or similar feature are encouraged.

c. Design Elements

All buildings shall incorporate an agricultural heritage architectural theme and provide varying design elements that may include cornices, pop-outs, boxed window openings, covered walkways, verandahs, porches, trellises and other design features to add visual interest, attractiveness, and avoid repetition of building styles and designs.

d. Entries

Entries and front door areas shall be readily distinguishable from the street.

~~Wood or wood-like trim shall be used around front entry doors.~~

Accent windows may be over front entry areas to highlight the area.

e. Windows

Windows shall be used to divide large surface areas. Front elevation windows may incorporate simulated multiple pane designs. One or more of the additional wood or wood-like window elements such as a header accent trim, pot shelves and/or shutters are encouraged to be used on the front elevation. Windows should not be highly reflective. Bay windows, particularly on first floor windows, and other accent windows are highly encouraged.

f. Garages

Two car enclosed garages are required. Garages are encouraged to be located on the side or rear of the house if possible. If facing the street, the design and materials used should be complementary to the structure. ~~Sectional garage door design shall complement the architectural style of the house.~~

For three car garages, the front of the third garage space shall be on a different plane of a minimum 32' offset of the main garage entrance. ~~Sectional garage doors with windows are encouraged.~~

g. Lighting

~~Wall mounted or recessed ceiling house lighting shall be used to highlight entry elements. All home lighting shall be adequately shielded to not directly shine on an adjacent property or street.~~

Yard lighting is encouraged to highlight driveways and walkways.

h. Fencing

The fencing materials along the perimeters of the wetland trails open spaces, if applicable, shall be black wrought iron, black coated chain link, or as determined by Vineyard the Design Review Committee to enhance the natural environment of the open space.



Other fencing materials ~~such as wrought iron, brick, masonry, or wood~~ may be used to separate individual building lots; but ~~solid white vinyl~~, chain link, or other wire fencing is prohibited. All fences should be placed to be as unnoticeable as possible and vegetation should be used to mask fences where appropriate.

i. Front

Yard

Landscaping

~~The home builder shall establish a program by which the front yard landscaping, including an automatic irrigation system shall be installed within nine months of occupancy. Front yard landscaping shall include a mixture of turf, groundcovers, shrubs or trees.~~

~~Street trees planted shall be from the list of approved trees. The developer shall be responsible for ensuring that the street tree assigned to the specific neighborhood is planted. Lots less than 60 feet in width shall have two (2) street trees planted in the park strip. Lots greater than 60 feet shall have one (1) tree for each 30 feet.~~ Where park strip frontages are minimal such as on cul-de-sacs, required street trees may be a smaller type of the same or similar tree to the trees required along the same street. The developer is required to provide a bond for two (2) years for park strip trees. If a tree dies after the guarantee period, it shall be the homeowner's responsibility to replace the tree with the same type and caliper of tree originally planted.

2. Architectural Materials

a. Exterior

Materials

and

Finish

~~The exterior construction of a dwelling should generally consist of natural materials that blend and are compatible with the surrounding area. Colors shall be grays, browns, greens, tans, and other similar earth tones.~~ The exterior construction materials will be a required minimum of 40% of brick or stone on the front ~~(-for purposes of this section front shall exclude any fenestrations)~~. No aluminum or vinyl siding will be allowed. ~~A consistent level of detail and finish on all sides of buildings shall be provided~~

3. Architectural Hardware

a. Air Conditioning Units and Evaporative Coolers

Air conditioning units and evaporative coolers, if placed on the roof shall be out of view from the street in front of the home. Window air conditioning or evaporative cooler units are not permitted. Ground level air conditioning units shall be outside of the front yard.

b. Antennas and Satellite Dishes Antennas and small satellite dishes should be placed out of view from the street Large ground mounted satellite dishes are not permitted.

## ARCHITECTURAL DESIGN REQUIREMENTS

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d. Entries

Entries and front door areas shall be readily distinguishable from the street.

~~Wood or wood-like trim shall be used around front entry doors.~~ Similar size stucco reveals can be used in lieu of. Accent windows may be over front entry areas to highlight the area.

e. Windows

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